

Saint Helena - Capt. J. J. Gifford
with Seraph - Book of the Capt. Gifford

GIFT OF

1845

Mrs. Charles M. Hussey

TO THE

NEW BEDFORD

FREE PUBLIC LIBRARY

IN MEMORY OF HER FATHER

William R. Wing

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THE MARINE HOSPITAL TAX.—The Secretary of the Treasury to-day addresses the following circular to collectors of customs:
Sir—The act of Congress approved June 30, 1870 (16 statutes, 169.), reorganizing the Marine Hospital service, increases the tax to forty cents per month. Collectors of customs and others are instructed that the tax of forty cents per month is to be collected from and after the first day of August, only. From the last payment of tax to the first day of August inclusive the tax will be collected at the old rate of twenty cents per month. The vessels upon which the tax is to be assessed are registered vessels of the United States and vessels enrolled and licensed; and do not include whaling or fishing vessels not engaged in the coasting trade of the United States, or between ports of the United States and foreign ports. In cases where the tax has been assessed and collected for periods antecedent to the 2d of August and paid under protest, the Department will receive applications of parties interested for a refunding of the excess so paid, when collectors to whom said hospital tax has been paid shall forward the usual certified statement of the same.

RESPONSIBILITY OF EXPRESS COMPANIES.—A case of general interest has been recently decided by the Supreme Judicial Court, to the effect that common carriers, carrying packages addressed to places beyond their routes, are only liable for losses on their own routes, and that in the absence of a contract for further liability, if they carry safely over their own route and deliver to a suitable carrier over the rest of the route, they are not liable for any loss that afterward occurs.

U. S. DISTRICT COURT.—The following cases were heard in the U. S. District Court, Boston, on the 21st:
W. W. Cox v. T. I. Jencks et al.—This was a libel to recover against the owners of the bark Covington the balance alleged to be due on a lay for a whaling voyage. The judge read an opinion, in which it was held, following the case of Hathaway v. Jones, 2 Sprague 56, that a seaman in the whaling service discharged abroad by consent is entitled to his lay at home prices, unless there is a clear agreement to the contrary. But if the seaman opens the amount, the owners may show that the amount of the catching was overestimated, and the libellant will be entitled only to the balance fairly due him on a true account of the actual catchings.

G. M. Marston for the libellant, and T. K. Lothrop for the respondents.

Wm. C. Carter vs. Jireh Swift, Jr., (The Barque Camilla).—This was a libel against the owners of the barque Camilla to recover the balance alleged to be due on a lay on a whaling voyage. The oil and bone taken were sold partly for gold and partly for paper. The accounts were made up wholly in paper, charging the owners with the premium on all the specie received. The libellant was paid at San Francisco a certain sum of money in gold on account, and in making up the voyage the premium on this gold was charged to him. The court held that the libellant's account was properly made up.

F. L. Porter for the libellant, and W. W. Crapo for the respondents.

Reduction in Atlantic Cable Tolls, to take effect on and after December 1st, 1867.
1st—Between New York City and any point in Great Britain or Ireland:

For a message of 10 words, not exceeding 10 letters, or an average of 5 letters per word.....\$25 00 gold.
Each additional word..... 2 50
Five words, not exceeding the average just given, will be allowed for address, date and signature, without charge.

NOTE—Facilities will be afforded for the registration of approved bona fide names and addresses; the privilege subject to withdrawal if abused.

2d—All extra charge for code messages is abolished, but the company will not undertake to accept every form of code that may be presented, except at special rates.

3d—Messages in cypher will be charged for the first ten cyphers.....\$25 00 gold.
Each additional cypher..... 2 50

NOTE—By cypher is meant the use of numerals or letters of the alphabet not forming any known or dictionary words, nor names of places, ships, persons, etc.

When cypher is intermixed with plain words, the plain portion will be charged ordinary rates, and the remainder as cypher.

4th—Properly accredited agents of any newspaper or newspaper association will be allowed to transmit at half-price political and general news, and in plain language only. No statement will be made to newspapers on commercial or code messages.

Contracts may be entered into by which the company will agree to adhere to the half-rate for one year to such newspapers as will pay to the company at least \$3,700 per month for political and general news. Newspaper agents must register a second address which is not to be altered without the consent of the company.

5th—Three times the ordinary rate will be charged for "packed" messages.

6th—Any government using a code shall pay for the number of words contained in the despatch before its translation into code, provided that the code averages not more than four letters or four numerals to the word.

7th—Messages may be repeated back from their point of destination to the point of origination by the payment of double rates.

8th—Messages for points beyond Great Britain will be charged the local rates from London additional. Messages terminating at other points than New York City will require additional local rates, regulated greatly by the relative position of the station.

9th—The above arrangement is made provisional, and may be changed in any of its clauses whenever the company deem it advisable or necessary.

The New York Journal of Commerce says it has received from the editors of the *Internal Revenue Record*, certain recent rulings of the Commissioner of Internal Revenue to the form of returns of income. We presume these rulings will be published in the *Record*, of April 1st. As they are of interest to tax payers, we copy them:

In making their annual income returns upon 24 tax payers should not be required to state amounts received as dividends, interests, or from any of the corporations, institutions, or societies mentioned in sections 120 and 122 of the June 30, 1864, as amended, except the interest or paid to depositors in savings banks or institutions, even though no tax has been withheld therefrom.

Taxpayers who prefer not to make return of income for the year 1870 in detail, as set forth on page 24, will be allowed to make a statement in the form following (and this statement may be in the proper interlineations and erasures on page 3 of form 24):

"Statement of income, gains and profits of _____, of _____ county of _____ and State of _____, during the year 1870, after making deductions:
Taxable income
Amount of tax at 2½ per cent

AFFIDAVIT.
State of _____, ss:
County of _____, ss:

_____ being sworn according to law, deposes that the foregoing statement contains a true and correct account of his income for the year 1870, which he has received, whether derived from kind of property, rents, interest, dividends, or profits, wages, or salary, from any profession, employment, or vocation, or from any other source, whatever, from the first day of January to the first day of December, A. D. 1870; both days inclusive, and subject to an income tax under the laws of the United States; and that he has not received or come together any other sum for the said year, except what is herein set forth, except such as, though justly due to the affiant, are not collectible; and that he is honestly and lawfully entitled to make the deductions from the sum for said year as made by him in accordance with the true intent of the excise laws of the United States; and that the several rates and amounts contained are stated in legal tender currency.

Sworn to and subscribed this _____ day of _____, 1870, before me.

Assistant Assessor — District, State of _____
Written answers will not be required to questions on page 3 of "Form 24."

Affidavit No. 1, on page 4 of the said "Form 24," may be modified by erasure of the words "during said year his entire gross income from source, estimated in said currency, without addition or diminution whatever, did not exceed _____ and dollars."

MORE ABOUT HAIR DRESSING

A physician writes to the Boston *Journal of Chemistry*, in regard to two cases of partial paralysis that had come under treatment caused by the use of "Hall's Vegetarian" hair restorative. He says: One complained of creeping chills, and a sensation of numbness in the back of the head and neck; the other had the peculiar symptoms of lead paralysis in the arm and wrist. Both had used the nostrum freely, and recovered after I had advised them of its contents, and they had discontinued its use.

Any one may satisfy himself of the contents of this filthy compound by the peculiar sticky feeling of acetate of lead, when rubbed between the fingers, or by placing a drop upon the tongue, and noting the sweetish astringent taste of the salt. Or if he wishes more accurate evidence, let him try the effect of a drop or two of solution of iodide of potassium, added to a filtered portion of the "Renewer." Other tests might be given, but this is as convenient as any.

I cannot see how the consumer can fail to absorb lead into the system, if the directions on the bottle are carefully carried out: "Rub the scalp thoroughly, after which leave the scalp and hair thoroughly saturated with it," etc.—*Ex.*

SEAMEN'S WAGES AND THE SHIPPING ACT.—In the United States District Court, of Boston, on the 19th inst., Judge Lowell delivered three decisions which are of considerable maritime interest. In the case of *W. Grundy* against *H. O. Roberts* and others, he awarded the former \$247 and costs; a libel brought by Grundy against the owners of the ship *L. S. Fitzgerald*, of which he was a mate. The Judge held the law to be well settled that a seaman is to be cured at the expense of the ship of all the wounds and illness contracted while in the service for which he was engaged, unless it was shown that he brought the trouble on himself by his own fault. He thought a voyage to the West coast of Africa was one of the last in which an exception to the general rule should be presumed.

In the case of *L. De R. Du Verge* he awarded \$342.50. The libel was brought by Du Verge against the owners of the ship *Albertina*, of which he was mate, a part of the claim being for his support while sick on shore in a foreign port. It was admitted that the voyage had been performed and that the plaintiff had earned the sum of \$442.50, of which he had been paid \$100. The answer charged him with a sum larger than his whole wages for medical attendance, board, medicines, etc., in Africa. The Judge decided that, under the law of England, the ship was liable in this case for medical attendance, etc., and decreed for the libellant in the sum of \$342.50 and cost.

In the Circuit Court Judge Lowell decided against the United States on a libel brought against the owners of the ship *Grace Lathrop* to recover a penalty of \$1,000, for shipping five seamen on board that vessel for a voyage from Boston to the West Indies and return under an agreement not signed before the Shipping Commissioner. The points of his decision were:

First. It is very doubtful whether the law requires such agreement to be signed before a Shipping Commissioner.

Second. It is still more doubtful whether any penalty is attached to not doing it.

Third. It is decided that the master of a vessel has a right to act as a Shipping Commissioner in such a case.

The Decision is a somewhat noticeable one inasmuch as Judge Benedict of the District Court of Eastern New York has decided just the opposite, and his decision has been confirmed by Judge Woodruff of the Circuit Court of New York. Judge Lowell's long experience and recognized ability in admiralty matters gives his decision much weight.



The little island of Heligoland, in the North Sea, some forty-six miles from the mouth of the Elbe, which few of the present generation ever heard of, has suddenly become conspicuous, from the fact that Bismarck has found out that the possession of the island is absolutely essential for the protection of the German coast. The island itself is but a huge rock, surrounded by a sandy plain, having an area of scarcely five miles, and inhabited by a population of only two thousand, fishermen and pilots. But Heligoland is an important naval position, and for this reason was forcibly taken from Denmark in 1807 by England, which power came into undisputed possession of it by a subsequent treaty between England, Denmark and Sweden. The importance of locality as a naval station was again demonstrated to Germany recently, by the facilities which it offered the French fleet in blockading Hamburg, but that power not being powerful enough, or else not quite prepared to seize it, as England did in the first instance, Bismarck has resorted to a diplomatic correspondence, in which a proposition is made to the British government for the purchase of the island.

The despatches exchanged between the two powers as represented have been short and very much to the point, but it does not follow that any "serious complication" has arisen or will arise between the two powers. There is nothing unreasonable in the desire of Germany to gain possession of the island. The experience of the war just terminated with France has shown that, in the control of another power, the otherwise insignificant spot may enable an enemy to paralyze the German coast; and remembering the advantages it afforded the French fleet, it is the simplest prudence on the part of Bismarck to buy the island, if he can, and thus protect his country against attacks which it cannot easily resist. On the other hand there is no cause of war in the refusal of England to sell, as desired by Germany.

To be sure England stole the island in the first place, but it was not taken from Germany, and Denmark, the only power who had any right to be consulted by a subsequent treaty, formally legalized the possession acquired by the British government. Thus Earl Granville can sell or not as he pleases, without consulting any interests but those of the country he represents; and his reply to Bismarck is, that no proposition of any kind looking to the cession of the island will be entertained. We do not believe in the sensational reports by cable, that Germany seeks a quarrel with England, least of all proposes to commence a war by a gross violation of the rights of the government, which in case of a conflict from such a cause would have the sympathy and aid of the civilized world.

From Washington.

WASHINGTON, March 30.

Commissioner Pleasanton has decided that salaries paid by the United States during the last five months of 1870, are exempt from income tax; and persons whose incomes last year, were less than \$2,000, are not required to make any returns, nor affidavits that their incomes are less than that amount.

Our friend H. asks how a draft payable in this city in pounds sterling should be reckoned when bearing the condition "payable at the current rate of exchange," and also when there is added the words "or its equivalent in American gold." We answer that the rate for first-class 60 day bills is the settling rate in both cases, unless otherwise specially ordered in explicit terms. This is settled custom so uniform that it has all the force of law. Even where nothing is said as to condition of payment, the practice is to pay a sterling draft on parties here at the rate of 60 day bills.

Our Broadway correspondent states a case in substance as follows: A salesman is employed at a compensation of one-fourth of the net profits of the concern, and is guaranteed a salary of \$1,500 per annum. The latter has been drawn in monthly installments, and has been regularly charged to expense account. On balancing the books there is found a net profit remaining of \$10,000. How much of this shall be paid to the salesman? This is easily answered. 1st. What are one-fourth of the net profits? Plainly the amount guaranteed to the salesman is an item of necessary expense, since it is to be paid whether anything is made or not, so that one-fourth of the profits equal \$2,500. 2d. How much of this goes to the salesman? He is not to have \$1,500 and one-fourth of the profits, but a sum equal to one-fourth of the net profits. He has had \$1,500; he will therefore have \$1,000 now credited or paid to him. In these very common cases the clerk often claims that the reckoning of net profits should include the guaranteed portion of his pay, instead of first charging that to expense. If this were allowed he would have \$10,000 + \$1,500 = \$11,500 ÷ 4 = \$2,875. That is, he would now receive \$1,375 instead of \$1,000 as by our decision. But if this reckoning prevailed, the salesman would have the advantage on both sides of the guaranty. Should he decide to take one-fourth of the profits more or less as his pay, then no part of his compensation would go to expense account, and in case of considerable

profits he would receive a larger sum. But when he stipulates for a definite guaranty of a certain sum, by that very act he includes that amount among the necessary expenses of the business. If his share of the profits would fall below that sum, then he makes by the guaranty; but if they go above it he loses, since he cannot reckon his per centage on the amount guaranteed. It is an item of necessary expense and must go to the expense account before net profits are reckoned. This is plain and perfectly equitable. The risks of the guaranty ought not to be all against the guarantor, nor the profits all on the side of the person thus secured. The firm guaranty such an amount to him; if the profits fall short of it, they have taken the responsibility and must pay it; if the profits exceed it, they are paid for their risk by saving the per centage on the amount thus charged to expenses. This is exactly in accordance with the decision we gave in a similar case last March.

COURT RECORD.—In the U. S. District Court in Boston on Saturday, Judge Lowell gave a decision in the case of George W. Bourne vs. Heman Smith. This was a libel by the master against the managing owner of the schooner William Martin, to recover his lay of one-thirtieth of the oil and bone procured on a whaling cruise in the Atlantic Ocean. The defendant set up as a bar to the action that on the arrival of the vessel the libellant instructed the defendant as agent of the vessel and her owners to take the oil and keep it until he should think it for the interest of all concerned to sell, and that the time for the sale has not yet arrived, and that none has been sold except a small part, which was sold to a person of good credit, from which nothing has yet been realized. The judge has now given an opinion decreeing for the libellant, with a reference to ascertain the cash value of his lay within a reasonable time after the arrival of the vessel. C. T. Bonney for the libellant, and J. L. Eldridge for the defendant.

Gold opened at the Board this morning at 110½, fell off to 110, and closed at 110½. From 6@7 per cent. was paid for carrying.

The following were the half-hourly quotations of gold at the Board:

10.00 o'clock	110½	1.00 o'clock	110½
10.30 o'clock	110½	1.30 o'clock	110½
11.00 o'clock	110½	2.00 o'clock	110½
11.30 o'clock	110½	2.30 o'clock	110½
12.00 o'clock	110½	3.00 o'clock	110½
12.30 o'clock	110½		

The closing rate on the street at 4 P. M. was 110½.

We bring forward our quotations:

1871.	Opening.	Highest.	Lowest.	Closing.
January	110½	111½	110½	111½
February	111½	112½	110½	110½
March	111½	111½	110½	110½
April	110½	111½	110½	111½
May	111½	112½	111½	112½
June	111½	113½	111½	113½
July	113½	113½	111½	112½
August	112½	113½	111½	112½
September	112½	115½	112½	114½
October	114½	115½	111½	112½
Nov. 1	112½	112½	112½	112½
2	112½	112½	112½	112½
3	112½	112½	111½	111½
4	111½	112½	111½	111½
6	112½	112½	111½	112½
7	No session; the Board having adjourned on account of the election.			
8	111½	111½	111½	111½
9	111½	111½	111½	111½
10	111½	111½	111½	111½
11	111½	111½	111½	111½
13	111½	111½	111½	111½
14	111½	111½	111½	111½
15	111½	111½	111½	111½
16	111½	111½	111½	111½
17	111½	111½	111½	111½
18	111½	111½	111½	111½
20	110½	111½	110½	110½
21	110½	110½	110½	110½
22	110½	110½	110½	110½
23	110½	110½	110½	110½
24	110½	111½	110½	111½
25	110½	110½	110½	110½
27	111½	111½	110½	110½
28	110½	111½	110½	110½
29	110½	110½	110½	110½
30	Thanksgiving holiday; no board session.			
Dec. 1	110½	110½	110½	110½
2	110½	110½	110½	110½
4	110½	110½	110½	110½
5	110½	110½	110½	110½

*At one o'clock.

We annex a monthly table of the fluctuations of gold for the previous nine years, commencing with January, 1862, the date of the suspension of specie payments:

Date.	1862.		1863.		1864.		1865.		1866.	
	Lowest.	Highest.	Lowest.	Highest.	Lowest.	Highest.	Lowest.	Highest.	Lowest.	Highest.
Jan. par	105	134	160	151	160	197	234	136	144	144
Feb. 102	104	153	172	157	161	196	216	135	140	140
March 101	102	139	171	159	169	148	201	125	136	136
April 101	102	146	159	166	187	144	160	125	129	129
May 102	104	143	155	168	190	128	145	125	141	141
June 103	109	140	148	189	251	135	147	137	167	167
July 109	120	123	145	222	285	138	146	147	155	155
Aug. 112	116	122	129	231	262	148	145	146	152	152
Sept. 116	124	127	143	185	255	142	145	143	147	147
Oct. 122	137	140	156	189	229	144	149	145	154	154
Nov. 129	133	143	154	209	260	145	148	137	148	148
Dec. 130	134	147	152	211	244	144	146	131	141	141

Highest. Lowest.

1867. 1868. 1869. 1870. 1867. 1868. 1869. 1870.

January 137 142 136 123 132 133 134 119

February 140 144 138 121 135 139 130 115

March 140 141 132 116 133 137 130 110

April 141 140 134 115 132 137 131 111

May 138 140 144 115 134 139 134 113

June 138 141 139 114 136 139 137 110

July 140 145 137 122 136 140 134 111

August 142 150 136 122 139 143 131 114

September 146 145 162 116 141 141 130 112

October 145 140 131 114 140 133 128 111

November 141 137 128 113 137 132 121 110

December 137 136 124 111 133 134 119 110

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The following letter of a correspondent asks a question of no little importance, and of interest to the whole community:

New York, March 10, 1870.

To the Editors of the Journal of Commerce:

Sirs: Please decide in your valuable paper the following dispute between the undersigned and his two fellow-bookkeepers in the office of one of your oldest subscribers:

A borrows \$15,000 gold from B on December 26th, interest to be at the rate of 7 per cent. per annum, and pays the amount back on the 20th of February—how is the interest to be calculated?

(1) From December 26 to February 20, 56 days at 7 per cent. per annum (counting the year 365 days); or (2), from December 26 to February 20, 54 days (counting 360 days for a year).

Hoping to see a decision in Saturday's paper, I am yours very respectfully,

J. SCOT.

Reply.—The custom of reckoning interest at 360 days to the year is one of long standing. It came through the charter of one of the first banks in the United States which prescribed the rate of discount at half of one per cent. for each 30 days, which would be 6 per cent. for each 360 days. The banks of New York were originally limited to 6 per cent. per annum, and they adopted the custom above explained partly because it gave them a little more than the strictly legal rate, but mostly because of its great convenience in reckoning, as multiplying the dollars by days and dividing by 3,600 gave the interest. After years of such practice, the rate was raised to 7 per cent., and subsequently they were brought up sharply by a legal decision, which made the contracts thus reckoned void for usury. In the celebrated case of the Bank of Utica vs. Wager, a bill for 90 days at 7 per cent. was reckoned as if 90 days was one-fourth of a year, and three days grace one-tenth of a month. The Court held that although there was no intention of taking usury, the parties believing that they had the legal right to compute by this method, the transaction was usurious. This was the law in this State up to the revision of the Statutes, when a new method of reckoning was adopted. This, now in force, reads as follows: "For the purpose of calculating interest a month shall be considered the twelfth part of a year, and as consisting of thirty days, and interest for a number of days less than a month shall be estimated by the proportion which such number of days shall bear to thirty." Under this rule a note for a given number of months would be reckoned for the even months in their proportion to twelve and the three days of grace in their proportion to thirty. This makes the even months pay at the rate of 365 days to the year, without regard to their length, and the fractions of a month at the rate of 360 days. Applied to the case of our correspondent the time would be one month and twenty-five days, and the legal interest would be one-twelfth of seven per cent. added to the twenty-five, three-tenths of itself.

We are aware that the usual if not uniform practice of mercantile houses is to take the number of actual days and compute them in their proportion to 360, thus reckoning a month for every thirty days of the time. The banks in this State do this where the rate of interest is less than seven per cent.; but where a full rate of interest is calculated they are generally afraid to take the larger sum and usually reckon by the exact legal method. There has not been to our knowledge any decision since the law was changed, and the mercantile practice is so uniform that it will come at last, we think, even if the ridiculous usury laws are not sooner repealed, to make a law for itself. In the example given by our correspondent we think his question is muddled. We suppose that he means to inquire whether interest from December 26th to February 20th should be reckoned as one month and 25 days, which would be 365 days to the year, or one month and 26 days, which would be 360 days to the year. The first is the legal method in this State. In the District of Columbia, however, and in some of the other States, the 360 day method has been established by law.

The method of discounting paper and taking the interest in advance is in principle usurious, that is, it is taking more than the legal rate for the forbearance of a given sum actually lent; but custom has sanctioned it so long that the courts have at last confirmed it where the time is within the ordinary range of business paper; and the National Banking act expressly permits it to the national banks de-

claring that interest "may be taken in advance."

In answer to "Engineer" we may say that the new Virginia bonds of 1866 carry 21 per cent. back interest; those of 1867 carry 18 per cent.; and the old coupon bonds carry 9 per cent. and not 6 as he supposes. The State has about one million dollars which could be made applicable to interest and may, in the proposed law, order part of the back due to be paid in cash; the remainder will undoubtedly be included in the new issue, so that the whole dues will be acknowledged.

BEECHER ON CONFESSING SINS.—If a man lies I think he ought to confess it, but it is not expedient to tell all our sins openly. Nothing is more disagreeable to me than to hear of a man's ailments. If a person has a sore, I don't want to hear about it. I don't care to be regaled with the state of a man's stomach or liver. I have ills enough of my own. Yet some people will get together and croon and croon, and talk about other's sicknesses, and about corpses, and how many they have laid out, and have a regular graveyard banquet. It is the same with spiritual ailments. There are times when men should make confession of specific sins. If a man has been carrying on the liquor business, and is converted, it is quite proper that he should confess that he has been doing the devil's work. If he has been engaged in any wickedness that has been open to the whole community, his repentance should be open. It is not necessary to give an inventory of all one's faults, but if we say anything it is better to be specific than generic.—Lecture room talk.

U. S. DISTRICT COURT.—Capt. Jose Marie de Mello, master of the Portuguese schooner "Silva," was indicted by the Grand Jury of the U. S. District Court, at the September Term, for a violation of the "Passenger Act." The indictment alleged that a greater number of passengers than is allowed by law for a vessel of the capacity of the "Silva," was brought from Fayal to this port, and that the space between the decks was not of the required height. The respondent, in a petition to the Court, looking to a remission of the penalties incurred, represented that his violation of the Statute was unintentional and through ignorance, and that the passengers made no complaint, having been well cared for, and arrived in safety and health. Upon a hearing before the Court, the government being represented by Assistant U. S. District Attorney Field, and F. L. Porter, Esq., appearing for the respondent, the facts stated in the petition were proved; and the Judge having so certified to the Secretary, that officer issued his warrant for the remission of the penalties, upon the payment of costs.

The New York Express says the sinking of the Morris & Essex Canal near New Village, N. J., on Monday, has caused the most lively excitement among the Jerseymen; thousands are flocking to the scene. Not only did the bottom fall out of the canal, but enormous chasms have taken place in the woods adjoining, and large trees have gone toward China at such a rapid rate that one can see in the place they stood only a bottomless pit. One of these chasms is described as being 40 feet in diameter and 30 feet deep, while everything thrown into them instantly disappears. Part of a corn field has gone down with the rest, and other places in the same field have rather a shaky appearance. The theory receiving the most credence in relation to this phenomenon is that a perpetual combustion of limestone has been going on under Jersey for the last 1800 years, and now the whole of Jersey rests on a shell, and the caving in of the whole State is only a question of brief time. Some of the more timid, however, assert that it is the result of an earthquake, while others are willing to sell out cheap, no matter what it is. Still others think it is a visitation from God for drinking so much Jersey lightning on the canal, and others say it is a rebuke to the monopolizing company, while one certain man says he has been praying for the last ten years that the d—d thing would sink, and he verily believes his prayers are being answered. Whatever it is, everybody in the neighborhood is panic stricken, and Jersey farms can be bought cheap.

An English commission on the pollution of rivers has recently made its third report. The London Times says:

The report now presented shows the disgusting state of rivers which have factories, tanneries, &c., on their banks, and receive town sewage; many streams are, in fact, the receptacles of all the refuse of the neighborhood. The account given also of the process of manufacture of the cloth we wear is by no means agreeable. The commissioners did not spare themselves in their inquiry. They steamed up the Aire and the Calder, and took samples of the black and turbid water, with the oily film upon its surface, and emitting the odor of sewage and gas tar. Here, however, a Wakefield manufacturer had been before them, and he produced to them the river's own testimony in the form of a memorandum, written in what would pass as pale ink. "Dedicated without permission to the Local Board of Health, Wakefield, this memorandum, written with water taken from the point of junction between the river Calder and the town's sewer. Could the odor accompany this sheet also it would add much to the interest of this memorandum." The Commissioners give a fac simile of the memorandum; the odor is left at Wakefield, but may be imagined with the help of some evidence taken by the Commissioners.

The St. Louis Republican is alarmed at the particular affinity cyclones and tornadoes have for the Mississippi Valley, and is curious to know why these terrible levelers of all things terrestrial do not pay their respects to other localities. Can scientific men explain? Speaking of the hurricane that created such a sensation at East St. Louis a few days ago, and which blew down everything a foot high in its path, it remarks that a well known citizen of St. Louis, whose occupation led him across the river on that day, had just landed from the ferry and reached the crest of the East St. Louis levee, when the tornado struck him. He was thrown to the ground and rolled over rough macadam for 100 yards, and his progress arrested by a solid brick wall. Though naturally agitated by the tremendous agency of which he was the spectator and the victim, he did not lose his presence of mind, and observed that there was something in the atmosphere such as he had never experienced before. It seemed as if the air he breathed was charged with noxious vapors, which clogged the lungs and almost stopped respiration.

Mr. Henson, a Newark astronomer, whose daily avocation is that of a mechanical and consulting engineer, has written a book containing a theory that the interior of the earth is by no means uniform or homogeneous, but, like the crust, is made up of every variety of metals, and he insists that "aggregation" rather than "condensation" explains the strange phenomena the earth presents. Moreover, he declares that the geologists are all wrong, and that the astronomers do not know one-half so much as they think they do; and, further, that the interior of the moon is fit for habitation. But the worst is to come. Mr. Henson holds that the end of our existing system is at hand. Think of that! A great part of the universe is already in flames, and "our beautiful world" is fated soon to crackle in the terrible heat, to pass through a "fiery ordeal" of destruction and reorganization.

Rev. Dr. S. H. Tyng recently celebrated the semi-centennial of his ministry, preaching from the text, "The day of Pentecost was fully come." During his long and fruitful ministry he has delivered 10,000 sermons and addresses, received 3000 persons by profession into the church, had 25,000 children in his Sunday schools, built four large churches and six mission chapels at a cost of over \$600,000, reported over \$3,000,000 benevolent contributions from his congregations, and performed an amount of pastoral labor for his own people, and of service for the cause of Christ at large, which cannot be computed. The Sunday school of his church at New York, during its 21 years' history, has collected and given to benevolent objects \$64,000.

A pastor by the name of Fleidner founded an institution in Germany, more than a quarter of a century ago, for the purpose of training females for nursing the sick and general mission work. The institution has been eminently successful and useful. It has nothing of a conventional nature, and the parties connected with it are not shut out from the world for the purpose of self-culture and the practice of ascetic rules, but for the sole purpose of doing good and ministering to the wants of others. In Tottenham, near London, England, one of these institutions has flourished for years; being principally supported by the benevolence of Mr. Morley, M. P., whose large gifts to every good work are gaining for him a world-wide reputation.

A sillex mine at Lantern Hill, Mystic, Ct., has been in active operation for nearly a year, and is now making profitable returns. The finest of the sillex brings forty dollars a ton. The two mills of the company turn out an average daily product of twenty tons. Nine heavy teams are employed in carting it to Mystic Bridge, where three coopers find occupation in setting up barrels to transport it in. It is principally sold to glass manufactories, but the coarser grades are used for the manufacture of sand soaps.

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THE WHALING BUSINESS.

REVIEW OF THE YEAR 1869.

The whaling business of the year just closed cannot be regarded as a success, although the catch has been an average one, as the net results in regard to the prices secured for our staples have hardly realized the expectations formed in the early part of the year. The general depression in business throughout the country and the fall in the price of gold during the last half of the year, caused a lessened demand both at home and abroad, accumulating stocks and reducing the prices, sperm oil weakening as the stock increased, and whale oil receding on the news of a good catch by the Arctic fleet.

In the right whale fishery, the Arctic fleet, numbering 44 vessels, made a very successful catch late in the season, but the Ochotsk fleet, only 6 vessels, did very poorly, while only 1 vessel was on the northwest coast, and she was unsuccessful.

The good success in the Arctic ocean, however, carried the average catch of the North Pacific fleet up to a higher figure than for any previous season since 1858. Of the 51 vessels that went north, only one was lost, the Eagle of this port, after a very successful cruise, and the total catch was 44,682 barrels of oil and 608,101 pounds of whalebone, making the average 875 barrels oil and 11,924 pounds bone. The average catch of the six vessels in the Ochotsk sea, was only 424 barrels oil and 3512 pounds bone. The best catches in the Arctic were made by bark Florida, of San Francisco, and the bark John Howland, of this port. A new feature of the Arctic fishery the past season was a large catch of walrus oil. Owing to the scarcity of whales early in the season the whalers turned their attention to the walrus, and a large quantity of their oil was secured, which will account for the proportionate less amount of whalebone secured by the ships.

Bark Nile, of New London, which has been absent 12 years in May next, is to come home for repairs. During her long absence she has taken 240 barrels sperm oil and 9400 barrels whale oil.

Below is the average catch of the North Pacific fleet for 29 years. Only two or three pioneer vessels whaled on the northwest ground previous to 1841.

Year	Vessels	Average	Barrels
1841	26	1,412	barrels.
1842	29	1,627	"
1843	108	1,340	"
1844	170	1,528	"
1845	163	963	"
1846	292	869	"
1847	177	1,059	"
1848	159	1,164	"
1849	155	1,334	"
1850	144	1,692	"
1851	138	626	"
1852	278	1,343	"
1853	238	912	"
1854	232	794	"
1855	217	873	"
1856	178	822	"
1857	143	796	"
1858	196	620	"
1859	176	535	"
1860	120	518	"
1861	76	724	"
1862	39	861	"
1863	55	770	"
1864	88	510	"
1865	94	523	"
1866	107	600	"
1867	105	640	"
1868	72	667	"
1869	51	876	"

In Cumberland Inlet the fleet did poorly, while in Hudson bay one vessel, the Ansel Gibbs, did well. The Odd Fellow, of New London, was wrecked on the passage to Cumberland Inlet, and brig Oxford, of Fairhaven, was wrecked in the inlet. Six vessels are wintering there. The average catch of the American fleet in that region for the past ten years is as follows. For a long time previous to 1860 these grounds were not frequented by American whalers.

Year	Vessels	Average	Barrels
1860	11	167	barrels.
1861	10	333	"
1862	9	406	"
1863	10	730	"
1864	20	314	"
1865	22	321	"
1866	24	159	"
1867	20	202	"
1868	14	187	"
1869	13	169	"

In the South the only successful right-whaling vessels have been the barks John P. West and China, the former making a great catch. In the South Pacific, on New Zealand, several vessels have made good cuts humpbacking, three taking an average of 600 barrels.

The sperm whaling fleets have not been as successful as in former years. In the North Atlantic the catch has fallen off a third from the previous year, and not a single vessel has made a great cut, the best being a little over 500 barrels. In the South Atlantic the catch is also below the average of former years, the best fare being that of ship Minerva Smyth, which took 960 barrels in 9 months. In the Pacific Ocean the vessels have also done poorly as a whole, although a few have done well, the Splendid, of Edgartown, and the Mary & Susan, Sappho, and Alto, of this port. In the Indian Ocean the best cuts were made late in the year by barks China and John P. West. On the New Zealand ground the fleet have done very poorly the latter part of the year, the best catches having been made by barks Northern Light, Hunter, and Abraham Barker, and ship Bartholomew Gosnold.

Some very successful voyages were terminated the past year, among which were those of ships James Arnold, Milton, Reindeer, Three Brothers, and barks Sea Ranger, Eliza, and Fanny, of this port, and ship Florida, of San Francisco.

The largest catch by any vessel during the year has been made by bark Aurora, of this port, and beside the Nile, the greatest catches of any vessels on the voyage have been made by barks John Howland and Sea Breeze, of this port.

During the past year nine vessels have been added to the whaling fleet of the country, including one new one at Provincetown and one at New London. The number withdrawn, by shipwreck, sale, &c., is 26. Six of these were lost at sea, and four condemned in foreign ports. The net reduction of the fleet is 16 in number and 1726 in tonnage. Seven vessels were remeasured by the new system during the year, and their united tonnage is reduced from 2242 to 2132. This is included in the aggregate reduction of 1726 tons named above. During the past five years 251 whaling vessels have been thus remeasured, reducing their tonnage from 69,363 to 59,474,—9889 tons, or 14 per cent. Only three or four vessels are now at sea that have not been remeasured.

The following is a schedule of the number of vessels owned in the country in the whaling business:

	Ships.	Barks.	Brigs.	Schs.	Total.
New Bedford	35	137	1	3	176
Fairhaven	2	2	1	6	11
Marion	2	2	2	4	6
Dartmouth	2	2	1	1	3
Westport	10	1	1	1	10
Holmes Hole	4	3	1	1	7
Edgartown	6	1	1	1	8
Nantucket	4	4	45	49	49
Provincetown	1	1	1	1	1
Wellfleet	1	3	5	8	8
Boston	1	2	5	8	8
Salem	1	1	1	1	1
Beverly	1	3	3	3	3
Newburyport	1	1	1	1	1
Groton	1	8	1	10	20
New London	1	4	1	1	6
New York	2	2	2	2	6
Sagharbor	1	1	1	2	5
San Francisco	43	176	21	82	322

In the following the present whaling fleet is compared with that of a year ago.

	31st December, 1868.		31st December, 1869.	
	Vessels.	Tonnage.	Vessels.	Tonnage.
New Bedford,	179	50,810	176	50,675
Fairhaven,	12	1,603	11	1,533
Marion,	7	723	6	665
Dartmouth,	3	492	3	492
Westport,	10	1,908	10	1,908
Dist. N. Bedford,	211	55,536	206	55,393
Holmes Hole,	1	117	1	117
Edgartown,	7	2,400	7	2,400
Nantucket,	8	1,247	8	1,247
Provincetown,	55	5,313	49	4,749
Wellfleet,	1	109	1	109
Boston,	9	1,050	9	816
Salem,	4	672	3	496
Beverly,	1	117	1	117
Newburyport,	3	287	3	287
Massachusetts,	300	66,848	287	65,730

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	Am't brought up 300	66,848	287	65,730
Groton	1	148	1	148
New London	19	3,272	20	3,343
New York	5	1,246	5	1,196
Sagharbor	5	948	4	787
San Diego	1	22		
San Francisco	7	1,584	5	1,170
	338	74,070	332	72,344

Below is a detailed statement of the changes in the fleet during the year.

NEW BEDFORD.	
Added.	Tonnage.
Bark Amie Ann,	220
" Live Oak,	448
" Seneca,	328
Three vessels,	996 tons.
Withdrawn.	
Bark Eagle,	336 Wrecked.
" Florida,	324 Condemned.
" Hamilton,	137 Valparaiso.
Schooner John W. Dodge,	83 Coaster.
Bark Samuel & Thomas,	132 Talcahuano.
" Thomas Winslow,	97 Lost.
Six vessels,	1,109 tons.

FAIRHAVEN.	
Added,	bark Crowninshield,
	257 tons.
Withdrawn.	
Brig Oxford,	91 Wrecked.
" Star Castle,	116 Condemned.
Two vessels,	207 tons.

MARION.	
Withdrawn,	schooner Graduate,
	58 Lost.

PROVINCETOWN.	
Added.	
Schooner Alexander,	53
" Grace M. Parker,	52 New.
Two vessels,	135 tons.
Withdrawn.	
Schooner Abbie H. Brown,	95 Coaster.
" A. L. Putham,	123
" Carrie Jones,	97 Boston.
" D. C. Smith,	51 Fisherman.
" Emma F. Lewis,	85
" James H. Collins,	50
" J. Taylor,	118 Coaster.
" Winged Kacer,	80 Fisherman.
Eight vessels,	699 tons.

BOSTON.	
Added,	schooner Carrie Jones,
	97 tons.
Withdrawn.	
Bark Arthur Pickering,	224 Condemned.
Schooner Susan N. Smith,	108 Lost.
Two vessels,	332 tons.

SALEM.	
Withdrawn,	bark Wm. H. Shailer,
	176 Condemned.
NEW LONDON.	
Added.	
Schooner Francis Allyn,	107 New.
Bark Odd Fellow,	191
Two vessels,	298 tons.

SAGHARBOR.	
Withdrawn,	bark Odd Fellow,
	191 Wrecked.
SAN DIEGO.	
Withdrawn,	sch. Louisa Harker,
	22 Coaster.

SAN FRANCISCO.	
Added.	
Schooner Frances L. Steele,	80
Brig Victoria,	140
Two vessels,	220 tons.
Withdrawn.	
Bark Carib,	153 Coaster.
" Jeannette,	205 Merchantman.
Brig L. P. Foster,	157 Coaster.
" Manuella,	128 Fisherman.
Four vessels,	643 tons.

Bark William Rotch, of this port, stated some years ago to have been transferred from New Bedford to Honolulu, we have recently learned still carries the United States flag and sails from New Bedford. She is included in the tables of aggregates.

Bark Trinity, of New London, was incorrectly reckoned last year as a whaler. She carries miscellaneous freights to South Atlantic ports and brings oil from Desolation, but does not whale on the passage.

New London is the only port which has made a net addition to her whaling fleet during the past year. Fairhaven has made a slight increase of tonnage, but the number of vessels is smaller, and one of the largest has been lying up in ordinary for more than a year and a half.

During the year there have sailed from New Bedford 3 ships and 11 barks for the Pacific ocean, 8 barks for the North Pacific, 12 for the Atlantic, 7 for the Indian ocean, 1 for the Atlantic and Indian oceans, 1 for the Atlantic and Pacific, and 1 for Cumberland inlet; from Fairhaven 2 barks for the Pacific, and a brig and 2 schooners for the Atlantic; from Marion, 4 schooners for the Atlantic, three of them on 18th and the other on 19th May; from Dartmouth, a bark for the Pacific, and a bark and a schooner for the Atlantic; from Westport, 3 barks for the Indian ocean, 1 for the Atlantic; from Edgartown a ship and a bark for the North Pacific; from Nantucket, a bark for the Pacific and a brig and a schooner for the Atlantic; from Provincetown, a brig and 21 schooners for the Atlantic; from Boston, 2 brigs and 2 schooners for the Atlantic; from Beverly, a brig, and from Newburyport a schooner for the Atlantic; from New London, a bark, a brig, and 3 schooners for Cumberland inlet, a bark and a schooner for Desolation Island, and a schooner for the South Atlantic; from New York, a bark for the Atlantic; and from San Francisco, a bark and a schooner for the Pacific, and a ship for the North Pacific. These details may be summarized in tabular form as follows:

	Ships.	Barks.	Brigs.	Schs.	Total.
New Bedford,	3	41			44
Fairhaven,		2	1	2	5
Marion,				4	4
Dartmouth,		2		1	3
Westport,		4			4
Edgartown,	1	1			2
Nantucket,		1	1	1	3
Provincetown,			1	21	22
Boston,			2	2	4
Beverly,			2		2
Newburyport,			1	1	2
New London,		2	1		3
New York,		1			1
San Francisco,	1	1		1	3
	5	55	7	38	105

Below the same table is rearranged according to the destination of the vessels:

	Ships.	Barks.	Brigs.	Schs.	Total.
Atlantic ocean,	15	6	33	54	
Cumberland inlet,		2	1	3	6
Atlantic and Indian,	1				1
Indian ocean,	10				10
Desolation Island,	1		1		2
Atlantic and Pacific,	1				1
Pacific ocean,	3	16	1	20	
North Pacific,	2	9			11

The following shows the number of vessels which have completed voyages and arrived in port during the year:

	Ships.	Barks.	Brigs.	Schs.	Total.
New Bedford,	14	28	1	43	
Fairhaven,	1	1	1	4	7
Marion,				2	2
Dartmouth,		2		2	4
Westport,		4			4
Edgartown,	1			1	2
Nantucket,		1			1
Provincetown,			31	31	
Wellfleet,			1	1	2
Boston,			1	4	5
Newburyport,			2	1	3
Groton,			1	1	2
New London,		3		2	5
New York,		1			1
Sagharbor,		1			1
San Francisco,	1		1		2
	17	41	3	49	108

The following shows the number of whalers now at home ports:

	Ships.	Barks.	Brigs.	Schs.	Total.
New Bedford,	8	6	1	15	
Fairhaven,	2		3	5	
Marion,			2	2	
Westport,		1			1
Provincetown,			21	21	
Wellfleet,			2	2	
Boston,			2	2	
Newburyport,			1	1	
Groton,			1	1	
New London,		2		3	
New York,		1		1	
Sagharbor,		1		1	
San Francisco,			1		1
	10	11	1	33	55

In 1868 72 whalers sailed for the Atlantic ocean, 8 for Cumberland inlet and Hudson bay, 13 for the Indian ocean, 3 for Desolation, 23 for the Pacific ocean, and 12 for the North Pacific; total, 131. During that year 133 vessels arrived, and 54 were in port at the close of the year.

The sperm whaling fleet in the Atlantic ocean the coming year will be less than last, as there will be a considerable reduction in the number of vessels fitted from Provincetown. On the other sperm whaling grounds the number will be about the same as last year. The Northern right whaling fleet will probably be increased to about 65 ships against 51 the past year.

The importations of sperm oil, 35,014 barrels of whale oil, and 612,128 pounds of whalebone, being an increase from the previous year of 1678 barrels sperm and 19,439 barrels whale oil, and a decrease of 286,722 pounds bone.

The importations for a number of years back are as follows:

	Barrels Sperm oil.	Barrels Whale oil.	Pounds Whalebone.
1840,	157,791	207,908	2,000,000
1841,	159,304	207,348	2,000,000
1842,	163,637	161,041	1,600,000
1843,	166,985	206,727	2,000,000
1844,	139,604	262,047	2,533,445
1845,	157,700	272,800	3,195,064
1846,	95,217	207,493	2,276,930
1847,	120,753	313,150	3,341,680
1848,	102,976	280,656	2,003,000
1849,	100,944	248,492	2,281,100
1850,	92,892	200,608	2,869,200
1851,	99,591	328,453	3,916,500
1852,	78,572	84,211	1,251,900
1853,	103,077	260,114	5,662,300
1854,	76,696	319,837	3,445,200
1855,	72,649	184,015	2,707,500
1856,	80,941	197,890	2,592,700
1857,	78,440	230,941	2,058,900
1858,	81,941	182,223	1,540,600
1859,	91,408	190,411	1,923,850
1860,	73,236	140,176	1,363,718
1861,	69,411	136,297	1,125,374
1862,	54,880	90,787	697,150
1863,	64,356	61,635	495,737
1864,	65,000	73,000	780,000
1865,	34,632	76,723	614,400
1866,	36,767	76,459	841,200
1867,	42,713	88,477	921,344
1868,	47,174	65,575	990,850
1869,	48,852	85,014	612,128

The importations of catchings for these 30 years amount to 2,765,429 barrels of sperm oil, 5,449,588 barrels of whale oil, and 59,548,760 pounds of whalebone. The average for the last ten years has been 53,702 barrels sperm, 90,314 barrels whale, and 835,190 pounds bone, per year. For the previous 20 years the average was 111,420 barrels sperm, 227,320 barrels whale, and 2,559,843 pounds bone.

The large increase in the importation of whale oil the past year may be accounted for by the shipment home last Spring of the oil which the Northern fleet usually takes north with it, there being on board the 51 vessels which went north only 3265 barrels oil, one quarter of that the previous year.

During the past year the exports to foreign countries have been 18,645 barrels sperm oil, 3842 barrels whale oil, and 311,605 pounds whalebone. In 1868, the exports were 18,619 barrels sperm oil, 9355 barrels whale oil, and 707,882 pounds whalebone—showing a large falling off in the export of whale oil and bone the past year.

The home consumption during the year has been 17,155 barrels sperm oil, 56,239 barrels whale oil, and 205,623 pounds whalebone, against 19,055 barrels sperm oil, 72,390 barrels whale oil, and 246,968 pounds whalebone in 1868, showing a falling off in all, but most noticeably in whale oil, which may be accounted for by the importation and consumption of about 25,000 barrels seal oil from Newfoundland. This has been brought about by the low rate of duty on seal oil, 10 per cent. less than other foreign oils, which are fixed at 20 per cent. ad valorem, and its state of purity, not requiring to be manufactured.

A petition, signed by merchants and others interested in whaling, has been presented to Congress asking that the duty on seal oil, as well as all other foreign caught oils, be fixed at a specific duty of 20 cents per gallon, and the ways and means committee has given it favorable consideration.

The stock of sperm oil, whale oil, and whalebone in first hands on the 31st ult., was as follows:

	Barrels sperm oil.	Barrels whale oil.	Pounds whalebone.
New Bedford,	21,227	36,960	209,400
Westport,	1,100		
New London,	250	2,100	
Edgartown,		335	
Boston and Provincetown,	2,375	1,270	
New York,	100	968	85,500
	25,052	41,633	294,900

The stocks on hand at the close of a number of years were as follows:

	Barrels Sperm oil.	Barrels Whale oil.	Pounds Whalebone.
1857,	39,307	92,193	235,500
1858,	17,176	82,376	400,000
1859,	13,429	96,480	380,000
1860,	20,300	83,000	800,000
1861,	16,132	58,438	437,000
1862,	15,938	21,519	88,000
1863,	31,200	9,344	148,980
1864,	20,382	6,679	170,146
1865,	6,800	17,150	193,200
1866,	12,700	21,200	172,000
1867,	7,994	31,697	274,283
1868,	13,000	16,700	200,000
1869,	25,052	41,633	294,900

The average amount of catchings remaining in first hands at the close of the last 13 years, is 18,339 barrels of sperm oil, 44,493 barrels of whale oil, and 291,847 pounds of whalebone. For 10 years previous to 1855 the average amount remaining unsold was 11,763 barrels sperm, 23,831 barrels whale, and 643,796 pounds bone.

Last year at this time there were 3000 barrels sperm oil at Fayal awaiting shipment home, while at present there is none there, but there are 1800 barrels sperm oil on the way home from Singapore in a freighter.

The importation of sperm oil the coming year is estimated at from 40,000 to 50,000 barrels, over 30,000 barrels being now on shipboard, and of whale oil from 60,000 to 70,000 barrels.

Sperm oil at the beginning of the year sold for \$1.76 per gallon, and by the end of January had risen to \$2. For the next four months it was about \$1.95, and has since gradually declined to \$1.55. The average price for the year was \$1.83.

Whale oil was a dollar a gallon at the opening of the year, and rose to \$1.20 in two weeks, and remained at that price through February. From April through July it ruled in the neighborhood of \$1.05, and has since declined to 85 cents. The average price for the year was \$1.02.

Arctic whalebone opened the year at a dollar a pound, and by the close of February had risen to \$1.35. In April it was \$1.25, in June \$1.32, in August \$1.25, and in September it went up to \$1.35 again, and has since fallen to about \$1.06. For the year it averaged \$1.23. Northwest bone averaged \$1.19, and Southern \$1.10, while the average of all catches was \$1.20.

The following shows the average price of oils and bone for 32 years.

	Sperm, per gal.	Whale, per gal.	Bone, per lb.
1838,	38c.	32c.	10c.
1839,	\$1.03	34	18
1840,	1.00	30	19
1841,	.94	32	20
1842,	.73	34	23
1843,	.63	34	36
1844,	.90	36	40
1845,	.88	33	34
1846,	.88	34	34
1847,	1.00	36	31
1848,	1.09	32	25
1849,	1.09	40	32
1850,	1.21	49	34
1851,	1.27	45	34
1852,	1.24	68	51
1853,	1.25	58	34
1854,	1.49	59	39
1855,	1.77	71	45
1856,	1.62	79	58
1857,	1.28	73	97
1858,	1.21	54	92
1859,	1.36	48	77
1860,	1.41	49	79
1861,	1.31	45	70
1862,	1.42	60	95
1863,	1.62	96	\$1.55
1864,	1.93	\$1.28	1.82
1865,	2.25	1.44	1.58
1866,	2.56	1.24	1.34
1867,	2.34	75	1.17
1868,	1.93	95	1.02
1869,	1.83	1.02	1.20

The statistics of the whaling fleet on 31st December for twenty eight years close our review:

Stmr.	Ships.	Barks.	Brigs.	Schs.	Sloop.	Tonnage.
1842,	461	133	47	9	1	199,672
1843,	475	120	42	11	1	200,964
1844,	512	131	35	16	1	218,665
1845,	531	149	34	21	1	233,149
1846,	534	136	31	20	1	230,218
1847,	491	130	22	16		210,663
1848,	505	76	21	12		193,110
1849,	448	62	26	13		171,484
1850,	380	126	26	30		173,737
1851,	396	167	29	38		196,906
1852,	398	206	32	35		208,202
1853,	304	218	30	41		211,837
1854,	378	216	22	47		203,164
1855,	352	237	24	32		201,063
1856,	345	253	26	44		206,690
1857,	334	256	23	52		204,871
1858,	313	251	23	47		196,649
1859,	280	231	22	44		178,376
1860,	245	215	18	43		160,280
1861,	192	178	12	41		127,619
1862,	136	169	10	42		104,530
1863,	105	156	6	43		90,154
1864,	81	161	7	40		82,074
1865,	62	145	8	64		70,583
1866,	61	163	13	55		76,893
1867,	54	176	21	92		76,986
1868,	49	176	24	89		74,070
1869,	43	176	21	82		72,341

Advices from Pembina concerning the Winnipeg insurrection, are to the effect that the French, under Belle, are masters of the situation. They have seized the Hudson Bay Company's safe with \$250,000 in gold to pay the troops. The residents of Minnesota and Dakota fear an incursion of Sioux Indians from Winnipeg.

PRICES OF GOLD AT NEW YORK IN 1869.

We annex our usual yearly table showing the daily fluctuations in gold during the last year, which will be found very useful for reference. We cannot furnish copies of the similar tables heretofore published, and those of our readers who have not preserved them must be content with the monthly summaries given at the foot of this statement. We have printed a few extra copies of this issue, which are for sale at the counter. The following will show the opening, highest, lowest and closing prices of gold at the Board in New York during each business day of the year 1869:

1869.	Opening.	Highest.	Lowest.	Closing.
Jan. 1.....	Holiday; no board session.			
2.....	134	135	134	135
3.....	135	135	135	135
4.....	135	135	134	134
5.....	135	135	134	134
6.....	135	135	134	134
7.....	135	135	135	135
8.....	135	135	134	134
9.....	135	135	135	135
10.....	135	135	134	134
11.....	135	135	135	135
12.....	135	135	135	135
13.....	135	135	135	135
14.....	136	136	136	136
15.....	136	136	136	136
16.....	136	136	136	136
17.....	136	136	135	135
18.....	136	136	135	135
19.....	135	135	135	135
20.....	135	135	135	135
21.....	135	135	135	135
22.....	135	135	135	135
23.....	136	136	136	136
24.....	136	136	136	136
25.....	136	136	136	136
26.....	136	136	136	136
27.....	136	136	136	136
28.....	136	136	136	136
29.....	136	136	136	136
30.....	136	136	136	136
Feb. 1.....	136	136	135	135
2.....	135	135	135	135
3.....	135	135	135	135
4.....	135	135	135	135
5.....	135	135	135	135
6.....	135	135	135	135
7.....	135	135	135	135
8.....	135	135	135	135
9.....	135	135	134	134
10.....	135	135	134	134
11.....	135	135	135	135
12.....	135	135	135	135
13.....	135	135	134	134
14.....	135	135	135	135
15.....	135	135	135	135
16.....	135	135	135	135
17.....	135	135	134	134
18.....	134	134	134	134
19.....	134	134	133	133
20.....	135	135	133	133
21.....	Holiday; no board session.			
22.....	133	133	132	132
23.....	132	132	132	132
24.....	132	132	132	132
25.....	132	132	131	131
26.....	132	132	131	131
27.....	131	131	130	130
Mar. 1.....	131	132	131	131
2.....	132	132	131	131
3.....	132	132	131	131
4.....	131	132	131	131
5.....	131	131	131	131
6.....	130	131	130	130
7.....	132	132	131	131
8.....	131	131	130	130
9.....	131	131	131	131
10.....	131	132	131	131
11.....	131	131	131	131
12.....	131	131	131	131
13.....	131	131	131	131
14.....	131	131	130	130
15.....	131	131	131	131
16.....	131	131	131	131
17.....	131	131	131	131
18.....	131	131	130	130
19.....	130	131	130	130
20.....	131	131	130	130
21.....	131	131	131	131
22.....	131	131	131	131
23.....	131	131	131	131
24.....	131	131	131	131
25.....	131	131	131	131
26.....	Good Friday; no board session.			
27.....	131	131	131	131
28.....	131	131	131	131
29.....	131	131	131	131
30.....	131	131	131	131
31.....	131	131	131	131
April 1.....	131	131	131	131
2.....	132	132	131	131
3.....	131	131	131	131
4.....	131	131	131	131
5.....	131	131	131	131
6.....	131	131	131	131
7.....	131	131	131	131
8.....	131	132	131	132
9.....	132	133	132	133
10.....	133	133	132	133
11.....	133	133	132	133
12.....	133	133	132	133
13.....	132	132	132	132
14.....	132	133	132	132
15.....	132	132	132	132
16.....	132	133	132	133
17.....	133	133	133	133
18.....	133	133	133	133
19.....	133	133	133	133
20.....	133	134	133	134
21.....	134	134	134	134
22.....	134	134	134	134
23.....	133	134	133	133
24.....	133	133	133	133
25.....	133	133	133	133
26.....	133	133	133	133
27.....	133	133	133	133
28.....	133	133	133	133
29.....	133	133	133	133
30.....	133	133	133	133
31.....	133	133	133	133
May 1.....	133	133	133	133
2.....	133	133	133	133
3.....	133	133	133	133
4.....	133	133	133	133
5.....	133	133	133	133
6.....	133	133	133	133
7.....	133	133	133	133
8.....	133	133	133	133
9.....	133	133	133	133
10.....	133	133	133	133
11.....	133	133	133	133
12.....	133	133	133	133
13.....	133	133	133	133
14.....	133	133	133	133
15.....	133	133	133	133
16.....	133	133	133	133
17.....	133	133	133	133
18.....	133	133	133	133
19.....	133	133	133	133
20.....	133	133	133	133
21.....	133	133	133	133
22.....	133	133	133	133
23.....	133	133	133	133
24.....	133	133	133	133
25.....	133	133	133	133
26.....	133	133	133	133
27.....	133	133	133	133
28.....	133	133	133	133
29.....	133	133	133	133
30.....	133	133	133	133
31.....	133	133	133	133
June 1.....	133	133	133	133
2.....	133	133	133	133
3.....	133	133	133	133
4.....	133	133	133	133
5.....	133	133	133	133
6.....	133	133	133	133
7.....	133	133	133	133
8.....	133	133	133	133
9.....	133	133	133	133
10.....	133	133	133	133
11.....	133	133	133	133
12.....	133	133	133	133
13.....	133	133	133	133
14.....	133	133	133	133
15.....	133	133	133	133
16.....	133	133	133	133
17.....	133	133	133	133
18.....	133	133	133	133
19.....	133	133	133	133
20.....	133	133	133	133
21.....	133	133	133	133
22.....	133	133	133	133
23.....	133	133	133	133
24.....	133	133	133	133
25.....	133	133	133	133
26.....	133	133	133	133
27.....	133	133	133	133
28.....	133	133	133	133
29.....	133	133	133	133
30.....	133	133	133	133
31.....	133	133	133	133
July 1.....	133	133	133	133
2.....	133	133	133	133
3.....	133	133	133	133
4.....	133	133	133	133
5.....	Holiday—no board session.			
6.....	137	137	135	135
7.....	135	135	134	134
8.....	135	136	135	135
9.....	136	136	135	135
10.....	135	136	135	135
11.....	136	136	136	136
12.....	137	137	136	136
13.....	137	137	136	136
14.....	137	137	136	136
15.....	137	137	136	136
16.....	136	136	136	136
17.....	135	135	135	135
18.....	136	136	135	135
19.....	136	136	135	135
20.....	135	135	135	135
21.....	135	135	134	134
22.....	135	135	135	135
23.....	135	135	135	135
24.....	135	136	135	135
25.....	136	136	135	135
26.....	136	137	136	137
27.....	137	137	136	136
28.....	136	136	136	136
29.....	135	136	135	136
30.....	136	136	136	136
31.....	136	136	136	136
Aug. 1.....	136	136	136	136
2.....	135	136	135	135
3.....	136	136	135	135
4.....	136	136	135	135
5.....	136	136	135	135
6.....	136	136	136	136
7.....	136	136	136	136
8.....	136	136	136	136
9.....	136	136	136	136
10.....	135	135	135	135
11.....	135	135	135	135
12.....	135	135	135	135
13.....	134	134	134	134
14.....	134	134	134	134
15.....	134	134	133	133
16.....	134	134	133	133
17.....	133	133	133	133
18.....	133	133	133	133
19.....	133	133	133	133
20.....	132	133	132	132
21.....	132	132	131	131
22.....	132	132	132	132
23.....	131	132	131	131
24.....	132	132	132	132
25.....	133	133	132	132
26.....	133	133	133	133
27.....	132	134	132	133
28.....	134	134	133	134
29.....	134	134	133	134
30.....	134	134	133	134
31.....	133	133	133	133
Sept. 1.....	133	133	133	133
2.....	133	134	133	134
3.....	135	135	135	135
4.....	136	137	135	136
5.....	137	137	136	137
6.....	137	137	136	136
7.....	137	137	136	136
8.....	136	136	134	134
9.....	135	135	134	134
10.....	135	135	135	135
11.....	135	135	135	135
12.....	135	135	135	135
13.....	135	135	135	135
14.....	135	136	135	135
15.....	136	136	135	135
16.....	136	136	136	136
17.....	136	136	136	136
18.....	136	136	136	136
19.....	136	136	136	136
20.....	136	136	136	136
21.....	136	136	136	136
22.....	136	136	136	136
23.....	136	136	136	136
24.....	136	136	136	136
25.....	136	136	136	136
26.....	136	136	136	136
27.....	136	136	136	136
28.....	136	136	136	136
29.....	136	136	136	136
30.....	136	136	136	136
31.....	136	136	136	136
Oct. 1.....	136	136	136	136
2.....	136	136	136	136
3.....	136	136	136	136
4.....	136	136	136	1

Highest. Lowest.

	1867.	1868.	1869.	1867.	1868.	1869.
January.....	137	142	136	132	133	134
February.....	140	144	136	135	139	130
March.....	140	141	132	133	137	130
April.....	141	140	134	132	137	131
May.....	135	140	144	134	139	134
June.....	138	141	139	136	139	137
July.....	140	145	137	138	140	134
August.....	142	150	136	139	143	131
September.....	146	145	162	141	141	130
October.....	145	140	131	140	133	128
November.....	141	137	128	137	132	121
December.....	137	136	124	133	134	119

Sperm Oil—The Supply and Demand.

In view of the unprecedented fall-short in the import of crude sperm oil this year, and of its probable still further reduction for the year 1866, we give below a few statistics touching the supply and demand for a period of ten years past, which cannot fail to interest both consumers and producers:

	Stock on hand.	No. of vessels.	Imports.	Exports.
	bbls.		bbls.	bbls.
Jan. 1, 1856,	14,000	635	80,941	20,052
" 1857,	30,000	655	78,440	37,231
" 1858,	38,000	654	81,941	33,396
" 1859,	17,176	625	91,408	52,207
" 1860,	13,429	569	73,708	32,792
" 1861,	15,838	564	68,932	37,547
" 1862,	16,132	433	55,641	27,976
" 1863,	16,038	362	65,055	18,366
" 1864,	31,200	304	64,372	43,362
" 1865,	20,382	276	*33,000	†7,000
Oct. 18, 1865,	13,000	259		

*Estimated. †Exports from Jan. 1865, to Oct. 18, 1865.

	bbls.
Average import for 9 years ending 1864,	73,382
Smallest " " "	55,641
Average export, " " "	33,652
Smallest " " "	18,366
Average consumption for same period, including export,	72,695
Smallest, " " "	49,893
Stock on hand Oct. 18, 1865,	13,000
Estimated arrivals for balance of year,	4,000
	17,000
Estimated imports for 1866,	20,000
	37,000

This amount, 37,000 bbls., is the estimated supply for 14 months ending Dec. 31, 1866, for both this country and Great Britain.

The figures for the latter country, where nearly as much sperm oil is consumed as here, are as follow:

Cleared in London for consumption.	Total receipts in United Kingdom.
bbls.	bbls.
1860,	41,600
1861,	33,700
1862,	27,100
1863,	26,500
1864,	33,300
	44,720
	36,050
	57,400

The average consumption in Great Britain for 1862-3 and 4, was about 39,000 bbls.

The facts thus disclosed are very significant. The import of sperm oil this year will not exceed 33,000 barrels, against 64,372 bbls. last year; while it is safe, judging from the imports of the last 9 years, to estimate that the imports of 1866, the entire catch on board whalers now being only about 17,000 barrels, will not vary much from 20,000 barrels. It is to be borne in mind, that not only has our fleet been reduced, but many sperm whalers have been sent north. The consumption for the next 14 months, taking the average for 9 years past, will be about 85,000 barrels; to supply this demand, we shall have but 37,000 barrels, while England herself will require, at least 39,000 bbls. The increased activity in cotton manufactures, and the immense cotton sales in England, (one week 30,000 bales daily, valued at £12,000,000,) indicate that demand for sperm oil must increase. England, after receiving nearly 50,000 bbls. from our catch last year, has commenced supplying her wants from this market; though as yet she has received but 7,000 bbls. The shipments heretofore made from our whalers at English ports must almost entirely cease, as must the imports from English colonies. England must look here for her supply.

It must be a matter of surprise, upon considering the above facts and figures, that the price of sperm oil is so low. In 1855, the average price in gold was \$1.77 1-5; equal, as exchange now is, to \$2.40. Now, with not only a brisk demand, but with a frightfully diminished supply, it is selling at about \$1.61 in gold.

plenty of Shortline

To Some Industrious Young Man.

My dear young man, if you want a wife,
Just write to me some day,
And I'll do the best I can thro' life,
My name is Etta Gray.

I am eighteen and some months more
My father is gruff and grum,
And he thinks I'll be just thirty-two
Before my beau will come.

Now, show that you are of good repute,
And let me hear from you,
And there'll be a match and no dispute,
As true as truth is true.

My looks are plain, yet comely, to;
My shape is neat and trim,
My hair is brown, my eyes are blue,
And dimpled is my chin.

Your disposition must be good,
Your looks, they must be plain,
And if you answer this, I'm sure
I'll write to you again.

ASHLAND, OHIO.

ETTA GRAY.

To Some Foolish Young Girl.

My dear young woman, should I e'er want a wife—
And its likely I may some day—
I'd sooner by half to my throat put a knife
Than marry this same Etta Gray.

I'm older than you, and this thing have learned
From my mother, whom I fair, adore,
That a wife to be prized, must be a wife earned
And not as advertised for.

Now show yourself a sensible maid
And let's hear no more of such stuff
For any good girl without editor's aid
Can of beaux have more than enough.

As looks are no index of character, friend,
Your shape's of little account; (send
From your hair and your eyes kind heaven'll de-
If you've nothing of further amount.)

Your disposition can be none of the best
Do you take it from father so grum?
Tell us all about it—why is it that the rest
Are supplied, while your "feller" don't come.

J. M.

MONEY MARKET, Tuesday Evening, December 5.

There is a general feeling of disappointment as to the report of the Secretary of the Treasury. All are interested in the re-funding of the national debt, and it was expected that he would make some explanation of the arrangements with the "Syndicate," and give a clear statement of the terms of the bargain. It is a pity that our system of government has so far changed, and men in office are no longer servants of the people, but rulers and dictators to follow the bent of their own will, and not to be taken to task or called to account when they do what is right in their own eyes, no matter how much it may seem to others to be a corrupt job. The assumption that it would be a move toward specie payments to compel the people in Texas and on the Pacific coast to give up their method of dealing in coin and to accept paper, is almost as impudent as any thing in the whole document. The plea is that if California and other parts of the country now using a specie currency would give up their coin and thus take off a portion of the paper afloat here, it would enable us the sooner to resume on what is left; and it is the most original method of abating an acknowledged evil (by extending it) ever patented. Legal tenders are sham money; they are an unkept promise carrying their falsehood on their face; they have a very demoralizing influence on the whole community; they teach, with the sanction of official authority, misrepresentation and shamelessness in broken vows. To force them upon those parts of the country now clear of them is to extend the circle of demoralization and corruption.

The market is comparatively quiet in nearly all departments, which is not unusual at this stage of the season. In most commercial circles there is a moderate business in progress to supply the immediate wants of legitimate trade, but to these the transactions are chiefly restricted. Money is in ample supply for temporary use. First class borrowers find ready accommodations by loans subject to call upon prime securities at 6@7 per cent.; while weaker parties, who rely alone on miscellaneous collaterals, are required in some cases to pay a commission above the higher rate. First class business paper is negotiated by dealers at 7@9 per cent. per annum discount.

EXPERIMENTS WITH LUBRICATORS.—A very elaborate series of experiments was recently made in New York to test the relative value of different lubricators. The experiments were continued during a period of fourteen months. The following were the general results and inferences: The consumption of oil varies with its temperature when applied.

Winter sperm oil sustained the heaviest pressure, and was taken as the initial of comparison for all others, and their per cent. of lubricating value determined by it. The tests of mineral oils and mixtures of animal and fish oils with them would not sustain an equal pressure with the sperm, when equal quantities of the oil were applied, without increasing the temperature of the journals, and producing an abrasion of their surfaces.

When the pressure on the bearings was made equal with winter sperm, it required from 100 to 400 per cent. increase of oil, to keep the temperature of the journals below 100° Fahr.

Experiments were made at varied velocities, with the same oils. The results proved that as the velocity was reduced the pressure could be increased, and the relative consumption of oil, applied at equal temperatures, was decreased in almost equal ratio.—
American Chemist.

ARCTIC SEA—NOVA ZEMBLA—EXAMINATIONS OF THE NORTHEASTERN PART OF NOVA ZEMBLA.—Valuable additions to the knowledge of Nova Zembla and the sea surrounding it have been obtained by the cruises of the Norwegian fishing-masters Mack, Morma, Karlisen and others in 1871 (published in "Petermann's Mittheilungen" for 1872, No. 1). They have proved that sea to be navigable for five months of the year. There was water completely free of ice along the northwest coast of Nova Zembla as late as September; and the sea east of Nova Zembla and north of the Kara Sea, up to lat 77° N and lon 32° E of Greenwich, was not only free from ice, but had a temperature of above 43 deg Fahrenheit in September, 1870, as well as in 1871.

The astronomical determinations, bearings, soundings, measurements of heights, etc., have been tabulated by Prof Mohn, director of the Meteorological Institute at Christiania, and compared with the data heretofore adopted. The observations for latitude by Mack, Morma, and Karlisen agree very well; as regards longitude, the conclusions arrived at by Prof Mohn agree with Morma's determinations, while those of Mack and Karlisen are somewhat to the eastward of them.

According to these results, Nova Zembla reaches northeast to lat 77° N and lon 32° E of Greenwich; and Cape Naassen lies 31 miles farther southwest of the position given it by Luke from dead reckoning and observations on board ship. The differences may readily be accounted for by the strong current here to the northeast.

BERLIN, October 20.

The Prussian Cross Gazette contradicts the account given by M. Benedetti of the negotiations between Bismarck and Napoleon in 1866. It asserts that the Germans while at Versailles found in the archives of the French government a copy in Benedetti's handwriting of the famous "secret treaty" which was published last year.

THE OPEN POLAR SEA.

GOTHA, October 20.

Full reports of the last German expedition to the North Pole are published. A polar sea was discovered free of ice and swarming with whales.

foggy steering to
in sight

foggy all way light breeze
right

and foggy cleared
right by the wind

steering to the S
so one whaler
it boats crew watches

Court Record.—In the U. S. District Court, yesterday, in Boston, the following cases were disposed of:

Richard Reed vs. Wm. W. Crapo. This case was heard on Saturday last and was to recover the lay of a 2d mate of ship Northern Light on a whaling voyage. The libellant shipped as 3d mate, but was promoted. The Court held that he was entitled to a 2d mate's lay while so acting, and entered a decree for the libellant. E. L. Barney for libellant; W. W. Crapo for respondent.

Joseph Hudson vs. Thomas Bradley and al. This case was heard on the 23d, and was to recover about \$1200 for sails furnished to bark America. The defence was payment by a note of their agent. Court entered a decree for the libellants. T. M. Stetson for libellant; R. C. Pitman for respondent.

Thos. J. Ackerman vs. Wm. L. B. Gibbs et al. A libel to recover the lay of a mate on a whaling voyage in the ship E. L. B. Jenney, of Fairhaven. The libellant was on board a part of the voyage only, and the respondents have withheld payment because they were unable to decide whether he should be paid *pro rata* upon the proceeds of the entire voyage, or for the time he was aboard. Decision reserved. R. C. Pitman for libellant; W. W. Crapo for respondent.

SEC. 10. That from and after the passage of this act all lumber, timber, hemp, manila, and iron and steel rods, bars, spikes, nails, and bolts, and copper and composition metal which may be necessary for the construction and equipment of vessels built in the United States for the purpose of being employed in the foreign trade, including the trade between the Atlantic and Pacific ports of the United States, and finished after the passage of this act, may be imported in bond, under such regulations as the Secretary of the Treasury may prescribe; and upon proof that such materials have been used for the purpose aforesaid, no duties shall be paid thereon: Provided, That vessels receiving the benefit of this section shall not be allowed to engage in the coastwise trade of the United States more than two months in any one year, except upon the payment to the United States of the duties on which a rebate is herein allowed; and provided further, that all articles of foreign production needed for the repair of American vessels engaged exclusively in foreign trade may be withdrawn from bonded warehouses free of duty, under such regulations as the Secretary of the Treasury may prescribe.

SEC. 11. That the proviso in section four of an act entitled "An act to protect the revenue, and for other purposes," approved July 28, 1866, is hereby modified and amended so as to read as follows: Provided, That from and after the date of the passage of this act, imported salt in bond may be used in curing fish, taken by vessels licensed to engage in the fisheries, under such regulations as the Secretary of the Treasury shall prescribe, and upon proof that said salt has been used in curing fish, the duties on the same shall be remitted.

The Mercury.

The New Fishing Ground.

To the Editor of the London Times.

Sir: According to promise, I now forward an account of the second return here of Captains Rhodes and Cooper from the new fishing ground at Rockall. They have again made a most successful fishing, having caught between 13 and 14 tons of codfish each in about six days' fishing; while the account they give of the vast numbers of great fish that swarm around that insulated rock in the ocean is even more wonderful than before. They have no doubt millions of money will be gathered from that lonely spot in the course of the next two or three years, thus far surpassing in value the gold discoveries of California or Australia. Two other fishing-smacks, whose fish are consigned to Mr. T. B. Smith, merchant, in this place, returned from Iceland about three weeks ago, were instantly despatched to Rockall, and returned last night, having also met with extraordinary success. The names of the two vessels are the Howard, Captain Bolton, and the Victoria, Captain Cooper, both of Grimsby. They are trustworthy and intelligent men, and they fully corroborate the accounts of Captain Rhodes. They state that they have been codfishers for years, but they never saw such numbers and size of fish in their lives before. Indeed, the statements they give of the great fish they saw and the wealth to be gathered there seem more like the adventures of Sinbad the Sailor than proved facts by successful fishermen. They tell of encounters with great sharks 30 feet long, with mouths that could swallow calves and bodies as large and round as tunns; of their fears and surprises from the numberless large whales sporting and rising on every side of them, one having actually grazed the boom of the Victoria with its huge sides. They also saw numbers of strange fish which they had never seen before, and some black fish larger than porpoises, with flat, round heads, and which seemed very numerous. Each of these two smacks has about 14 tons of cod, tusk, and ling, which they caught in five days, about £100 in value, and no bait required; any offal does for bait. Captain Cooper also captured a young shark there; its liver was four feet long, and gave three buckets of oil. They intend on their return next season to take out chain tackle on purpose to catch the sharks, their cod-hooks and lines having been snapt by the monsters like pipe-shanks. So numerous are they, that on the escape of a fish from the hook, after being above water, up comes a great shark, turns on his back, seizes the fish, giving it two or three shakes as a dog would; and on one occasion, a ling was instantly seized by a blue shark, but before it was swallowed, another shark appeared to dispute the prize. So fierce was their contest that their battlefield, the top of the long swell of an Atlantic wave, was beaten to foam like breakers on a lee shore; while the combatants were engaged a third monster, with a great open mouth that would easily have swallowed a barrel, came, and, sealawyer-like, carried off the bone of contention and disappeared. While the smacks were at Rockall on Monday last, August 12, a large full-rigged ship hove alongside the Victoria to know the cause of ships hanging about there, and the captain was very much surprised to find they were Englishmen cod-fishing; and was still more surprised when Cooper showed him the size and quantity of fish. He remarked that the fishmongers of Billingsgate would be astonished to see such fish. The ship was the North Wave, of London, 20 days out, from the Havannah, bound for Cronstadt.

For the information of cod smack owners, some of whom have written to me, Captain Rhodes states (and he is corroborated by other captains) that it is dangerous to go there again this season, as there is no shelter, and in dark nights and fogs they might be driven on the rocks or driven far away from it; and it is not easily found again, even in a long summer day and a clear sky. He says that all should be prepared to start again in April or May, and fish on until August or September. He also recommends stronger tackle and larger vessels, so as to carry more salt, fresh water, provisions, and men for relays, as the hands of the men cannot stand long hauling such heavy fish from depths of from 30 to 100 fathoms.

I would again call attention to the evils of these large fish. Tons of heads and intestines have already been thrown into the sea, which would have been of inestimable value if thrown on land, but do injury in the sea. They foul the ground, and the cod leave the place. They have done so wherever such has been practiced. It would be worthy of Government to send a vessel out there early to buoy the Blind Rocks, to keep order and possession, and prevent the destruction of such a valuable bank.

P. S. One of the men states to me that he has been at Davis Strait whale-fishing, but he never saw so numerous and so easy to get alongside they were seen from the deck on all sides—north, east, south, and west—blowing at one time, a floating with their great heads above water for hours. Surely, owners of cod smacks and whaleships would be much indebted to Captain Rhodes and Gardner for having opened up such prospects to them and the country! I am, dear Sir, yours very truly,
J. DAWSON, M.D.

Westry, North Isles of Orkney, Aug. 17.

Keep one sail in
near head to cooper it

bye the wind
between creeks
a lopsail and foresail
at sunset

bye the wind
clear of
at 3 o'clock

bye the wind, on
sight shortened
if at sunset

a short-sail bye
a tack one sail in
sunset

short sail bye the
one sail in sight

Bolt
Satu
the
sigh
Sun
sunny
short

DISTRICT COURT—IN ADMIRALTY.

NOVEMBER, 1861. — DEXTER vs. MUNROE et al.

SPRAGUE, J.—The libellant was master of the ship Union, and brings this suit to recover his share of 1-12 of the proceeds of a whaling voyage, which began in May, 1860, and ended in September, 1861. Prior to and during the voyage, the libellant was the owner of 1-16 of that vessel, and the respondents own, or by agreement are to be deemed, for the purposes of this suit, the owners of 15-16. At the termination of the voyage, all the catchings, that is, the oil and bone, were delivered to the respondents, who by their agent have disposed of the same, and the voyage has been made up and the amount of the master's 1-12 ascertained, and is now held by the respondents in the hand of their agent. This statement is derived from the facts admitted by the parties.

It is objected that the libellant cannot sue his co-owners, because the contract to serve as master was made with all the owners, of which he was one, and he cannot sue himself. But the first proposition in this objection is not true. The master did not and could not make a contract with himself; he made a contract with the respondents, who owned 15-16 of the vessel, and had the control of her. By this contract, he agreed that he would proceed on the voyage as master, and upon his return would deliver the catchings to the owners who controlled the vessel, that is, to the respondents; and they promised to make sale of the catchings, and pay over to him 1-12 part of the net proceeds, such payment to be made as soon after the sale as the voyage could be made up. The libellant has performed his part of this contract; the catchings have come to the hands of the respondents, and have been sold by them; the voyage has been made up, the net proceeds are in their hands, and it only remains for them to pay over 1-12 part to the libellant, according to the terms of their contract. Justice requires this to be done, and the artificial or technical objection which has been raised is not sufficient to preclude the Court from enforcing the clear obligations of the respondents. Courts of Admiralty are not restrained from doing substantial justice by mere forms or technicalities. (*Dupont de Nemours & Co. vs. Vance et al.*, 19 Howard R. 172.)

Another objection goes to the jurisdiction of the Court. It is agreed that the libellant "in his capacity as owner" is indebted to the other owners, and that this will appear "upon a due and proper adjustment of the affairs of the enterprise." But the amount in which the libellant is so indebted as owner is very much less than his 1-12 of the proceeds of the voyage. It is contended in behalf of the respondents that the libellant can recover only the balance which shall be due to him after deducting from his share as master the amount of his indebtedness as owner, and that this amount cannot be ascertained without a complete adjustment of all the accounts between the owners, and that such adjustment cannot be made by a Court of Admiralty. This objection deserves consideration. In what manner the libellant became indebted as owner is not specified. It appears that the business of this vessel was conducted by an agent of the owners, and I suppose that it is to be inferred that the cost of outfits for the enterprise was to be borne by the several owners in proportion to their respective interests, and that the libellant not having paid his share of such expenses is now indebted therefor. No evidence of the actual agreement between the owners respecting this voyage has been introduced, nor is the court enlightened by any proof of usage. I have only the naked statement that the libellant as owner is indebted to the other owners as will appear by a due adjustment of their accounts. This indebtedness of course arose under some agreement expressed or implied. Now the burden is upon the respondents to show that this agreement, whatever it may have been, was connected with the contract with the libellant as master, and that the two may properly be deemed only parts of one general agreement, so that when the libellant claims his share as master, the respondents can say that under our whole agreement you must wait for your wages or lay until a full settlement of the accounts between the owners. Such may have been the understanding between the libellant and the respondents at the time he was hired as master, but

I cannot say that it has been proved that it was so. The contract between the respondents and the master is explicit as to the share he is to receive and the time of payment. He is to have 1-12th of the proceeds to be paid to him as soon after the termination of the voyage as the oil and bone can be sold and the voyage made up. This is the contract as to the time of payment, and there is no evidence that the master even agreed to vary these terms. As before stated an adjustment of this voyage has been made up, the shares of all the ship's company the master included have been ascertained and the time for payment has arrived. The accounts between the owners themselves have not been made up; are said to be complicated and to require much time and perhaps the intervention of a Court of Chancery as suggested in the answer; and the respondents insist that the libellant cannot claim his lay or wages according to the terms of their agreement with him as master. But that they have a right to hold his one twelfth of the proceeds, and carry it into the account between the owners, and if they cannot agree upon an adjustment the whole must be submitted to a Court of Equity. It may be desirable for the respondents to retain his share of proceeds in their hands until the final settlement between the owners, and it would seem not inequitable that they should retain so much as may be necessary to pay his indebtedness to the other owners. But it is now impossible to ascertain that amount, and it is not shown that the master ever agreed that they should hold his share of the proceeds to recover any balance which might be found against him as owner, or that he has entered into any arrangement or understanding by which his contract of hiring is connected with or made a part of any other contract or agreement. The claim of the respondent against the libellant as part owner does not arise under the contract for which this suit was brought, but presents a distinct and independent demand which this Court is not required to notice, as it does not take cognizance of accounts set-off. But the fact that a respondent to a suit upon a maritime contract has claims against the libellant which might properly be allowed in other Courts by way of set-off does not oust this Court of its jurisdiction or preclude it from proceeding to investigate and decide the cause before them. (*Wilford vs. Dorr*, 3 Mason, 171; *The Hudson*, Alcott's R. 400.)

The power which it possesses over its own final process will enable it to complete justice between the parties. (See authorities cited by counsel.)

No evidence has been introduced, but the facts have been agreed partly in writing and partly by parol. I state this because any one who should look at the writer's statement alone, would be misled as to the case which is actually submitted to the Court. The pleadings also are defective, material allegations are omitted, and issues presented which at the hearing were verbally withdrawn. The pleadings should be reformed so as to present the true issues.

UNITED STATES DISTRICT COURT—Aug. 15.—LOWELL J.—*John Frates et al. vs. Edward W. Howland*.—The thirteen libellants were part of the crew of the ship *Cornelius Howland* on a whaling voyage, which was prosecuted mainly in the Arctic Ocean. The ship left New Bedford in November, 1867, and returned in May, 1871, having shipped home by other vessels the oil and bone taken in the seasons of 1868 and 1869, most of which remained unsold at the return of the vessel. The shipping papers contained an article which was introduced into these contracts about 15 years ago, and is now printed in all of them, as follows: "It is understood and agreed that the master shall have the right to ship catchings home or elsewhere at any time during the voyage, and that the real proceeds, after deducting freight, insurance and expense incident to the sale and settlement of the same, shall bear interest from and after the sale until the termination and making up the settlement of the voyage." And that if the ship herself earns freight it shall be divided proportionately in like manner with the catchings. It was proved that the season in the Arctic Ocean was so short and the distance from New Bedford so great, that this kind of whaling could not be prosecuted to advantage from that point without the power of shipping home the catchings, which enabled the vessel to follow the business for several successive seasons without a return to her home port. Upon the articles the lay of each seaman below the rank of boatsteerer was entered as three hundred and fiftieth, but the pleading set up, and it was admitted to be true, that every one, in fact, signed an additional paper, which was annexed to the articles, by which it was agreed that if he should satisfactorily perform his duties on board the ship and return in her to New Bedford there should be paid to him after deducting seventy-five dollars, but not deducting any charge for fitting, discharging or interest on the home bill, the difference between the lay mentioned in the articles, and a much better one mentioned in this contract. The questions argued at this time, were whether the owners were bound to account for the catchings which had been sent home at their then value, which was much greater than it was at the return of the ship; and whether the crew were bound to submit to the deduction of seventy-five dollars in accordance with the special contracts.

George H. Palmer and C. T. Bonney for libellants. The catchings were sent home for sale, and should have been sold within a reasonable time, or at all events credited within a reasonable time, so that they may bear interest.

The stipulation that seventy-five dollars shall be deducted from the agreed lay is void.

E. L. Barney for respondent. The owners of the ship may exercise their best judgment in deciding upon a sale. The object of the shipment is not so much for sale, as for enabling the vessel to continue her voyage in the best manner. The owners may be likened to trustees, who are bound to exercise their best discretion.

The seventy-five dollars is instead of the usual charges.

LOWELL, J.—I am not aware of any law which requires the original contract of seamen in the whaling service to be in writing, because the voyage is not "foreign" within the act of 1790. *Taber v. United States*; 1 Story 1; the *Atlantic*, Abbott administrator 474. *Curtis* on merchant seamen 60. But the statutes of April 4, 1840, July 20, 1840, 1856 which concern the treatment of seamen on a voyage, and their discharge, and even the shipment of men in the course of the voyage as well as the return of seamen to the home port, are applicable to this branch of business, (*Bates vs. Seabury*, 1 Sprague, 433.—*The Antelope*, Dist. Court, Mass., Feb. 1867; *The Louisa A.*, 2d Sept. 1870.) so that if there is a written contract, as there always is, and should be, the act of 20th July, 1840, requires a true copy of it to be taken by the master, and this is for all Consular purposes, conclusive evidence of the contract, and regulates the dealings between the parties in the course of the voyage, and men shipped during the voyage, if shipped at a Consular port, have the right to require a compliance with the eighth clause of the act. In this case the paper signed by the foremast-hands, did not state their contract truly, and although there may have been no necessity that the men should sign articles, yet it was fraudulent conduct on the part of the agent to induce them to sign two different contracts, one of which only, and that the false one, was furnished to the Collector and carried on the voyage. So far as the parties are concerned the objections to such a course are many. A seaman might be disabled, or might be discharged at a foreign port by consent, and the Consul could not know how the settlement should be made with him. The reason given in the argument that the owner in case of desertion would be bound to pay the forfeited wages to the United States and wished to deceive them, does not recommend itself very strongly to the consideration of a court of justice. It was testified that owners sometimes promise a slightly increased lay on conditions like those found in this contract, as a premium for good conduct, and I do not know that there is any objection to this, if done in good faith, and if the original lay is a fair and honest one agreed to by the parties. But the same intelligent witness who spoke of this custom, had never heard of any such difference as that between one three hundred and fiftieth and one two hundred and tenth, nor of any real lay as small as the former. It is plain that the shipping articles are a mere fiction in this particular.

Under these circumstances, I must, of course, construe these special contracts, made for the exclusive benefit of the owners, most strongly against them, and set aside any conditions that may be oppressive.

Both parties have agreed that for the purposes of this case, the lay mentioned in the special contracts are to be the basis of settlement; and the only dispute has been in the deduction of seventy-five dollars. It appears that this was in lieu of certain charges which are said to be usual, namely for fitting and discharging the vessel, and for interest and insurance on the advances.

Judge Sprague has repeatedly disallowed all of these charges excepting interest, and I do not see how I can allow them, unless it shall appear that some changes in the shipping articles or in the course of trade, have changed the aspects of the question, which I neither affirm nor deny, for I am not informed. I should be glad to have all questions of changes carefully examined before the Assessor, if the parties are willing to assume the burden. See *Lovrein v. Thompson*, 1 Sprague, 355; *Bates v. Seabury*, ib., 433.

The other question is one of great importance, and of some difficulty. The evidence shows and the libellants admit that what is now Article 9 of the ordinary contract, authorizing the master to ship home oil and bone is useful and advantageous to all parties, if, indeed, it is not essential to the prosecution of the particular sort of enterprise undertaken in this case; and I have recognized its validity in former cases. But the question now arises for the first time, whether the owners are bound to sell the oil and bone on its arrival. It has been repeatedly decided by my predecessor and by me, that the owners must account for the oil brought home on its arrival. But the main reason for this decision is that the seamen cannot wait the issue of the mercantile enterprises after their own part in it is ended. Their right is to wages regulated by the catch, and these wages are payable on the return of the vessel. The owners retain the property in the oil, and need not in fact sell it if they account for it at the cash value. Under the ninth clause the oil and bone are to be shipped home for sale; but is there any time at which the sale must be made, short of the return of the vessel, or other termination of the voyage? Upon reflection I am not able to fix any time short of that. The main purpose of this clause appears to be to exclude the conclusion that the owners are bound to get the oil home at their own expense, for there is coupled with the agreement that they may ship oil or freight, the further stipulation, that if their vessel earns freight in a similar way, the seamen shall share it. The owners have a certain quantity of oil which they might perhaps bring home, but which it is convenient to send home. I should probably hold that they were bound to insure it and if lost they must account for its value. But when it reaches home, it seems to me they may hold it as part of the proceeds of the voyage, if in good faith and in the exercise of their own best judgment they deem it wise for all parties to do so. It is not a case of a consignment, and the seamen would, perhaps, have no right to order the owners to sell, or not to sell, though this I do not decide. If instructions were sent on, the owners would be likely to follow them, because the seamen could not then complain of the result. When the market is falling, as has now been the case for five years, the result of holding is most unfortunate. But on a rising market it would be different and I must fix some definite and absolute rule. Either they must always sell, or they may always control the matter. I cannot see my way to the decision that they must do the former. The argument was much pressed, that one consideration operating with the seamen to accept article 9 as part of their contract was that a fund was thus put into the owners' hands to stop the charges of interest and insurance upon the advances. I admit that there is force in this argument, and it may be that the interest and insurance on advance, if otherwise valid, ought to cease from the time that the owners have in their hands any oil or bone from which they might have reimbursed themselves if they had chosen to do so. This is one of the points which may come up hereafter. Interlocutory decree for libellants. Wages to be assessed.

bye the winds
due short-sail

bye the winds
thing in sight—
unset

bye the winds
gathering the
of New Bedford
sunset—

under short-

sail one sail in sight—

day 10th
Strong breeze under short
in sight—careful, the waist boat away
kept her up afterwards

day 11th
Strong breeze under short
sail one sail in sight—

day
Strong breeze topsails fiv and
gammets the Ship Hunter of New
Bedford Clean

Tuesday 12th

Strong breeze short-sail one sail in sight-

Wednesday 13th

Strong gale short sail
nothing in sight

Thursday 14th

Strong breeze double reefed
topsails shortened, sail at sunset

Friday 15th

Strong breeze double reefed
topsails raised, right-whales so rough did
not lower

Saturday 16th Sunday 16th

Strong breeze double reefed, topsails raised, right
whales so rough did not lower

Sunday 17th

Gale close-reefed, topsail right-whales in sight

Monday 18th

Strong breeze double reefed, topsails
this forenoon set the fore sail, fore topsail raised, right-
whales this forenoon lowered the boat-did not strike
two sails in sight

Tuesday 19th

Good weather all sail set raised, right
right-whales lowered the waist boat struck twice
but once cut the line

Tuesday Thursday 21st

Good weather lowered for right-whales but did not strike

Friday 22nd

Good weather lowered for right-whales but did not strike

Saturday 23rd

Strong breeze lowered for right-whales larboard struck and drew

Sunday 24th

Good weather nothing in sight shortens sail at sunset

Monday 25th

Strong breeze double reefed topsails nothing in sight but sails shortened sail at sunset

Tuesday 26th

Strong breeze double reefed topsails two sails in sight shortened sail at sunset saw two right-whales also

Wednesday

Strong breeze double reefed topsails thus forenoon raining shook the reefs out after dinner by the wind on the fore-tack two sails in sight shortened sail at sunset

Thursday 28th
 Good weather main top
 gallant sail set three sails in sight
 shortened sail at sunset

Friday 29th
 Good breeze by the wind
 main top gallant sail set black fish and spring
 gaffes lowered but did not strike gammon the ship
 Hunter 25 whale shortened sail at sunset

Saturday 30th
 Strong breeze steering E by N
 raised sperm lowered and starboard truck
 and crew Hunter in sight shortened sail at
 sunset

Sunday 31st
 Strong breeze steering E by N
 one sail in sight shortened sail at sunset

Monday Jan 1st
 Strong breeze
 short sail running before the wind shortened sail
 at sunset hash for breakfast soup & bouillabaisse for
 dinner and fish supper

Tuesday
 Strong breeze this forenoon short sail
 dived away beyond noon set three main top gallant
 sail steering & shortened sail at sunset

Wednesday 10th
 Good weather, stinging N raised,
 right-aphales lowered, and bow boat struck
 turned him up and got him along side
 this afternoon one skil in sight

Thursday 11th
 Strong breeze along side in sight -
 nothing

Saturday Friday 12th
 Good weather commenced
 cutting in fimbled, this afternoon and started the
 Saturday 13th
 Strong breeze boiling nothing in sight -
 works

Sunday 14th
 Strong breeze short sail coiled down

Monday 15th
 Strong breeze boiling

Tuesday 16th
 Strong breeze boiling and
 blowing down

Wednesday 17th
 Strong breeze boiling slowing
 down slowed down 125 lbs

Tuesday Jan 18th Breeze light breeze
main top gallant sail set forebacks in sight
all hands washing shortened sail at sunset

Friday 19th Strong breeze took in sail
gradually during the day raised right whales
this afternoon so rough did not lower

Saturday 20th Gale of wind close reef main top sail

Sunday 21st Strong breeze foggy nothing in sight

Monday 22nd Good breeze foggy raised
a right whale lowered but did not strike
Shortened sail at sunset

Tuesday 23rd Strong breeze double reefed
raised a right whale lowered and the dark green
sloop struck towed us around for a while at last
had to cut saw two more right whales after sunset
shortened sail at sunset

Wednesday 24th Strong breeze double reefed
by the wind lowered for a right whale but did not strike
shortened sail at sunset

Thursday 25th

Good breeze all sail set raised a right whale this forenoon lowered but did not strike lowered the waist boat just before sunset and boomed a whale did not hurt him shortened sail at sunset

Friday 26th

Good breeze main top gallant sail set raised a right whale lowered the long boat struck and got capsize starboard boat bent on him killed him and sunk him the waist boat struck this forenoon turned him up and got him alongside this forenoon

Saturday 27th

Boiling foggy
Good breeze cutting in and

Sunday 28th

Light breeze boiling foggy

Monday 29th

Strong breeze boiling finished this afternoon

Tuesday 30th

Good breeze heavy sea stowing down stowed down eighty seven lbs

Wednesday 31st

fore sail and jib & spanker set. Good breeze top sail nothing in sight but a carcass shortened sail at sunset

Tuesday Feb 1st

Good weather main top gallant sail set by the wind
lowered for right whales did not strike shortened sail at
sunset

Wednesday 2nd

Good weather light breeze by the wind one sail in sight
shortened sail at sunset

Thursday 3rd

Light breeze by the wind raised right whales lowered
but did not strike rainy and foggy shortened sail at sunset

Friday 4th

Foggy strong breeze double reefed main top sail
of fore sail by the wind

Saturday 5th

Foggy all sail

set by the wind forebacks in sight
light breeze shortened sail at sunset

Sunday 6th

Light breeze foggy that
forenoon cleared up towards noon all sail set
by the wind shortened sail at sunset

Wednesday 7th

Light breeze all sail set by the wind shortened
sail at sunset

Thursday 8th

Light breeze main top gallant sail set working
to the W shortened sail at sunset

Friday 9th

Strong breeze close reefed main topsail
nothing in sight

Saturday 10th

Gale of wind close reefed main topsail
nothing in sight

Sunday 11th

Strong breeze this forenoon topsails courses got
up and sparker only sail in sight - jammed the
Bk Galleon of Sag Harbor 11 months out -
could shorten sail at sunset

Monday 12th

Calm one sail in sight all sail out shortened
sail at sunset little breeze sprung up after sunset
kept her off

Tuesday 13th

Slight breeze this forenoon all sail set steezing
I raised two right-whales lowered and the starboard
boat struck and turned him up in about 1/2 of an
hour got him alongside and cut him in in about
six hours black fish is away finbacks strong breeze this
afternoon one sail in sight shortened sail at sunset

Wednesday 14th

Strong breeze rainy short sail nothing in sight

Thursday 15th

Pleasant gale started the try works
close reefed main topsail

Friday 16th

Strong breeze close reefed main topsail saw two right whales did not lower on account of the weather finished trying out this afternoon

Saturday 17th

Pleasant weather steering down double reefed topsails shook out the reef boards noon shortened sail at sunset nothing in sight

Sunday 18th

Strong breeze single reefed topsails fore sail & B spanker & backs in sight shortened sail at sunset

Monday 19th

Good breeze this forenoon all sail set took in the light sails towards noon one sail in sight shortened sail at sunset

Tuesday 20th

Strong breeze single reefed topsails one sail in sight shortened sail at sunset

Wednesday 21st

Pleasant good weather all sail set steering to the S O E shortened sail at sunset

Thursday 22nd

Good breeze all sail set steering to the E shortened sail at sunset

Friday

Good breeze all sail set steering to the W O E shortened sail at sunset

Saturday 24th
 Good breeze all sail set steering by the wind on the
 starboard tack shortened sail at sunset

Sunday
 Strong breeze all reefed main topsail
 by the wind

Monday 26th
 Pleasant breeze strong by N all sail set steering
 by N

Tuesday 27th
 Pleasant good breeze steering ENE
 all sail set

Wednesday 28th
 Pleasant good breeze steering ENE
 all sail set

Thursday 29th

Light breeze all sail set steering ENE the isle of
 Malassable in sight night gale by Tristan da Cunha in
 sight one boat went fishing this fore noon caught a few

Friday Aug 1st

Sight breeze all sail set bying off and Tristana Acuña
nothing in sight

Saturday Aug 2nd

Sight breeze and calms all sail set ^{steering NE} nothing in sight

Sunday Aug 3rd

Strong breeze all sail set steering S nothing in sight

Monday Aug 4th

Strong breeze foggy all sail set steering S by E
one sail in sight

Tuesday Aug 5th

Calm nothing in sight

Wednesday Aug 6th

Calm nothing in sight

Thursday Aug 7th

Sight breeze all sail set steering S by E nothing in sight

Friday Aug 10th

Good breeze all sail set steering S by E nothing in sight

Saturday March 11th J. J. Sh. L. M. Ch. Island,
R. E. E.

wine
 wine
 wine
 wine

Strong breeze all sail set - steering S by S & E
Steering

Heering

nothing in sight

Sunday March 11th Breeze Strong breeze
we watched her

we watched by

winch

Strong breeze all sail set - steering S. E by S breeze sprung
up towards sunset - nothing in sight

5

Monday Mar 25th Monday Mar 26th Light breeze

Light breeze all sail out steering S by S nothing in sight

Tuesday March 4th A B C D E F H.

Strong breeze all sail out - steering S by E nothing in sight.

Wednesday Mar 10th Our bark she sailed far far from
land when the farrest of our gallant
strong breeze took in the top gallant sail this afternoon
also the low boat squally land grey deadly pale

Thursday Mar 16.th and, arising, away like the dry
light of an autumn day we

Strong breeze all sail out steering S.E. nothing in sight-

Friday March 14

Strong breeze all sail out steering S E

Saturday Mar 18th

Light breeze all sail set steering S by S Prince Edwards

Islands in sight

Sunday March 19th

Light breeze all sail out steering to the S E & nothing ^{in sight}

Monday March 20th

Light breeze all sail out steering S E caught two black fish

Tuesday March 21st

Light breeze all sail out steering S E raised a whale lowered the bow boat and brought him along side proved to be sulphur bottomed him in and tried him out made about eighteen lbs

Wednesday March 22^d

Light breeze main top gallant sail set by the wind on the port tack finished trying this forenoon nothing in sight

Thursday March 23rd

Good breeze steering S E main top gallant sail set raised eight whales lowered and the bow boat struck got him along side about dinner time Crofts in sight

Friday March 24th

Light breeze foggy cutting in and boiling

Saturday March 25th

Strong breeze boiling

Sunday Sunday Mar 26th Fine Weather
 Porch

Light breeze sprails set by the wire on the starboard
 tack raised right whales lowered and the starboard boat struck
 got him along side about four PM Crofts in sight

Monday Mar 27th Thomas & Wing
 of New Bedford

Monday Good weather cutting on lowered for right whales
 did not strike started the works this afternoon

Tuesday Mar 28th

this after

lowered, but
 Good weather boring lowered for right whales
 did not strike did not strike
 did not strike

Wednesday 29th

Good breeze finished boring lowered for
 right whales did not strike

Thursday 30th

Strong breeze thick raised a dead whale
 shortened sail at sunset

Friday 31st

Good weather picked up a dead whale
 cut him in and started the works

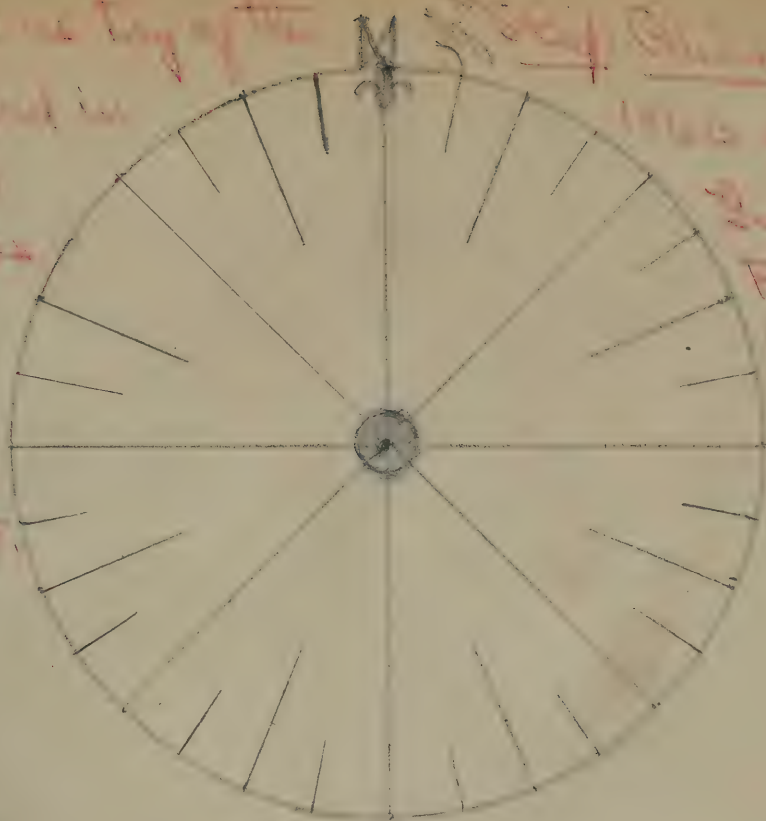
Saturday April 1st

Good breeze boring and cutting

Thursday the 30th 1868

Fine weather all sail out
seeing Eby's raised beam piers this afternoon bound
to Walrigh Bay for whales

Friday the 31st 1868
Fine weather all sail out
seeing Eby's raised beam piers this afternoon bound
to Walrigh Bay for whales



Front Water

March the 20th 1868

20

Fine weather all sail out -
steering N W by N however, some

111



The Sailor's Grave

Our bark she sailed, far far from land,
 Whem the fairest of our gallant band,
 Very deadly pale, and wained away
 Like the twilight of an autumn day
 We watched him through long hours of pain
 Our fears were great our hopes in vain
 Death's stroke he gave no coward alarm
 And smiled, and died in his mates arms

We had no costly winding sheet
 We placed our sword at his feet
 As he lay in his hammock as snug as a mouse
 As a king in his long shroud, marble house
 We proudly decked his funeral vest
 With the flag of our country upon his breast
 We gave him this as a badge of the brave
 And then he was fit for a sailor's grave

Our hearts were broke our voices weak
 And the tear was seen on the brownest cheek
 And the gunner played on the lip of pride
 As we lowered him our ship's dark side
 A splash and a plunge and our work was over
 Many a wife's prayer soaked over the wave
 As he sank beneath in a sailor's grave

To Enter Ship at Custom House Inward
Manifest made out by Captain
" made out by Owner

To Clear Ship at Custom House Outward
Manifest for Captain
" for Owner
1 Original Crew List
1 Certified Copy Crew List
2 Descriptive List of Crew names, age, birth, residence





